

**WATERBURY FINANCIAL PLANNING
AND ASSISTANCE BOARD**

In the matter of:

The binding interest arbitration between:

City of Waterbury

— and —

IAFF Local 1339

: Case No. 0001-02
:
:
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:
:
: December 14, 2001

DECISION AND AWARD

The Waterbury Financial Planning and Assistance Board hereby issues the following arbitration award pursuant to its powers under Special Act 01-1 ("Special Act") and the Municipal Employees Relations Act, as amended ("MERA").

Relevant Facts

The City of Waterbury and the Waterbury Firefighters Association, Local 1339, have been involved in contract negotiations for over two years, concerning a successor to their collective bargaining agreement that expired on June 30, 1999. Upon the passage of Special Act on March 9, 2001, the Board became the binding arbitration panel with respect to the parties' dispute and replaced the then-existing binding arbitration panel. The parties submitted a stipulation waiving time periods, which the Board accepted subject to its obligation to promptly conclude the arbitration under the Special Act.

Pursuant to the Special Act, the Board conducted arbitration hearings on twelve dates including June 11, July 16, July 24, July 25, September 4, September 5, October 15, October 23, October 24, October 25, October 26, and October 31, 2001. The parties were afforded notice of the hearing dates as well as an opportunity to present evidence in the form of witness testimony

and through the submission of documentary exhibits. The parties also had the opportunity to cross-examine witnesses.¹

Throughout the arbitration process, the City and the Union engaged in informal negotiations to narrow the issues to be considered by the panel. The result of such negotiations was the parties' agreement on all disputed issues between them, as well as language addressing the Board's issues of concern. The parties orally conveyed the terms of the collective bargaining agreement to the Board on November 6, 2001. The parties have requested the Board to adopt their Proposed Collective Bargaining Agreement. See Attached Proposed Collective Bargaining Agreement.² The Board held the arbitration record open until final submissions were provided on November 28, 2001.

Decision

The parties submitted their proposed collective bargaining agreement (a copy of which is attached) to the Board for its approval, and agreed to waive the substantive requirements of MERA to allow the Board to adopt, at its option, the settlement package proposed by the parties. Notwithstanding the parties' submission of their agreed upon collective bargaining contract, and their waiver, the Board is obligated not only to consider whether this agreement comports with

¹ The Fire Union, despite having been given notice and an opportunity to present its case on October 15, 2001, chose not to attend the hearing scheduled for that date. The Board concluded that the Union failed to show sufficient cause as to why it required a postponement of the hearing date.

² Because of delays in receiving a proposed contract from the Union before November 15, 2001, the expected implementation date of this Award, the Board ordered the parties, on November 28, 2001, to submit their final positions on the award no later than Friday, November 30, 2001 at 4:30 p.m., or the arbitration would resume. The Board unanimously voted to provisionally approve a collective bargaining agreement on the terms orally presented to it by the parties on November 6, 2001 to be effective on December 1, 2001 at 12:00 a.m., provided the parties submitted a final joint submission no later than 4:30 p.m. on Friday, November 30, 2001. Under the Board's order, the Board stated that it would consider, but not necessarily accept, changes presented by the parties that differed from those presented orally on November 6, 2001, as embodied in a November 9, 2001 proposed collective bargaining agreement submitted by the City. If such changes were to be accepted, the effective date of the agreement would remain as December 1, 2001. The proposed collective bargaining agreement contains several matters that were not presented to the Board prior to November 28, 2001. The Board voted to approve the subsequent changes on December 11, 2001, as presented, with the exception of Paragraph 394b. The Board retains jurisdiction to consider and accept, reject or modify language submitted in paragraph 394b consistent with the Board's and parties' representations on the record at the Board's special meeting on December 11, 2001.

the Special Act's overall purposes, but also whether the record developed in these hearings warrants the Board's awarding on matters outside of the parties' submissions or on matters not raised or negotiated by the parties prior to arbitration.

The Board, having carefully considered and weighed all factors set forth in the Special Act, finds that the proposed agreement adequately takes into account the public interest and the financial capability of the City of Waterbury, in light of the following factors: (A) the negotiations between the parties prior to arbitration; (B) the interests and welfare of the employee group; (C) changes in the cost of living; (D) the existing conditions of employment of the employee group and those of similar groups; and (E) the wages, salaries, fringe benefits and other conditions of employment prevailing in the labor market, including developments in the private sector.

The Board concludes that the package of revisions to the current collective bargaining agreement, as reflected in the enclosed proposed collective bargaining agreement, will result in cost savings during the current fiscal year, as well as approximately \$4.6 million in immediately calculable annual cost savings and additional future savings that are not currently quantifiable, but which are likely to increase the overall long-term savings effect of the collective bargaining agreement. The Board also acknowledges that the award reconciles the City's ability to pay and the public interest with the interests of the bargaining unit members.

Moreover, the Board concludes that the agreement adequately accounts for changes in the cost of living, both retroactively and prospectively, relative to similar groups. The wages, salaries, fringe and pension benefits and working conditions set forth in the proposed agreement likewise better reflect prevailing trends in the labor market and also the existing conditions of employment of the employee group and those of similar groups.

Finally, the Board notes that the proposed collective bargaining agreement was the product of negotiations between the parties, although such negotiations took place after the arbitration process commenced, and the final submission is the product of a sincere effort to comply with the requirements and spirit of the Special Act, the financial capability of the City and the needs of its citizens. The Board finds that adoption of the proposed agreement as submitted is in the public interest as it allows the City to realize substantial savings while affording the parties substantial input in the final agreement.

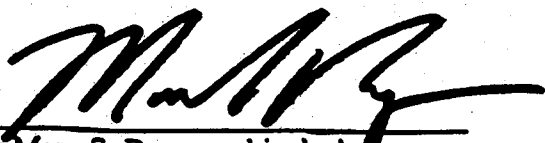
The Board declines to exercise its prerogative to award outside of the parties' final submission or to award on matters not raised during negotiations, except as provided in the attached agreement.

In view of the foregoing analysis, the Board awards the attached document as the current collective bargaining agreement between the parties, and finds the agreement is consistent with the Board's objectives and obligations under the Special Act.

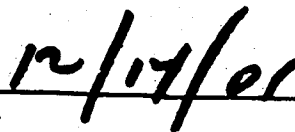
Accordingly, the Board issues, approves and implements this award effective on midnight December 1, 2001. Furthermore, the Board will permit current employees to retire under the terms and subject to the benefit calculation, including then effective wage rates, in effect under the expired contract, for a period of sixty (60) days commencing on December 1, 2001.

All members voted in favor of the package effective December 1, 2001, and their signatures appear on the follow pages.

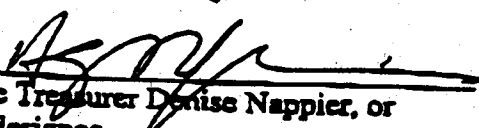
SO ORDERED



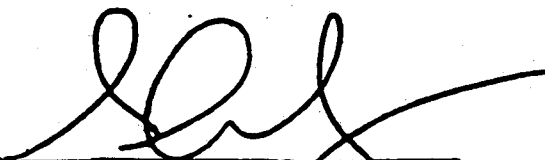
Chair Marc S. Ryan, or his designee



Date


State Treasurer Denise Nappier, or
her designee

12/14/01
Date


Acting Mayor Sam S.F. Caliguiri

12-14-01
Date

Ralph H. Carpinella
Ralph H. Carpinella

12/14/01
Date

Jack Cronan
Jack Cronan

12-14-01
Date

George H. Hays
George Hays

Date 12/14/01

James Mullen

12/14/01
Date

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and revised document: G:\DOCSOPEN\HARTFORD\KVP\0304185.01

CompareRite found 27 change(s) in the text

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PREAMBLE

1. The primary purpose of any Municipal Government is to guard, protect, foster and promote the welfare of the community. An indispensable arm of any municipal government--in its attempt to attain the aforesaid primary purpose--is its Fire Department.
2. NOW THEREFORE, this Agreement is made effective as of the first day of July 1999, unless a different effective date for any specific provision or Section of this Agreement is specifically prescribed in that Section, and this Agreement is made by and between respectively, the CITY OF WATERBURY, CONNECTICUT, (hereinafter referred to as the City), and LOCAL 1339, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, (hereinafter known as the Union), in order to maintain and promote a harmonious relationship between the City and such of its employees who are within the provisions of this Agreement so that efficient and progressive public service, in the field of fire prevention and fire fighting, may be rendered.
- 2a. The parties recognize that several of the changes in terms and conditions of employment reflected in this Agreement were agreed upon in recognition of the City's economic crisis that led to special legislation in 2001, and were a product of the negotiations conducted pursuant to the provisions of that legislation. Such changes were agreed to without prejudice to the Union's right to seek restoration of the prior level of benefits in subsequent collective bargaining agreements.

ARTICLE I RECOGNITION

3. **Section 1** The City hereby recognizes the Union as the sole and exclusive bargaining agent for all full-time permanent uniformed and investigatory employees of the Waterbury Fire Department, for the purposes of collective bargaining with respect to wages, hours and other conditions of employment. The term "employees or employee" as used in this Agreement shall refer only to those personnel who occupy positions whose job specifications required that the work be performed by uniformed and/or investigatory members of the Waterbury Fire Department and who are covered by the bargaining unit referred to herein; which bargaining unit, the parties agree, does not include the following positions and/or classifications: Fire Chief (otherwise known as Chief Engineer), Assistant Fire Chief(s), the clerical personnel in the Fire Chief's office, clerical personnel in the Fire Marshal's office, and also excluding other personnel of the Fire Department who are not engaged in fire fighting, investigatory, training, communications, or fire equipment repair duties. The parties further agree that any position-classification, above the rank, pay or classification of Deputy Chief, which may be created subsequent to the effective date of this Agreement shall not be included within the bargaining unit.
4. The parties have agreed that the following functional positions, heretofore occupied by bargaining unit personnel shall be treated as follows:
5. (a) Stockroom Clerk - Engine #4: The work performed prior to July 1, 1977, by the then occupant of this position shall be continued to be performed for the

ARTICLE II UNION SECURITY

18. **Section 1** All employees who are members of the Union on the effective date of this Contract, or who thereafter become members of the Union, shall as a condition of employment, remain members of the Union in good standing.
19. **Section 2** All new employees hired during the life of this Contract shall, as a condition of employment, within thirty (30) days after the date of hire, or thirty (30) days after the effective date of the Contract, whichever is later, become and remain members of the union in good standing.
20. **Section 3** The City agrees to deduct from the paycheck of each employee who signs an authorization payroll deduction card a sum certified in proper form in writing by the local Secretary, or other authorized officials of the Union, to be Union dues. Such authorization shall be for the life of the Contract and shall be continued thereafter if a Contract exists between the City and the Union.
21. **Section 4** These deductions will be made weekly on the same payday of each week as specified by the City and agreed to by the Union.
22. **Section 5** In the event an employee received no pay on the pay day on which Union dues deductions is scheduled to be made, no such deduction shall be made for that week.
23. **Section 6** The Union agrees to defend the City and hold the City harmless as a result of any action the City is required to take as a result of any written notice given it by the Union pursuant to this Article or from any claim or action of any employee or group of employees resulting from the City's failing to make or making the deductions covered by this Article. For the purposes of this Section 6 the phrase "in good standing" as utilized in Sections 1 and 2 hereof shall be interpreted to mean that the City shall not be required to take any action against any employee who has tendered to the Union initiation fees and/or dues or who has signed the authorization payroll deduction card referred to in Section 3 hereof.
24. **Section 7** Within ninety (90) days subsequent to date of execution of this Agreement, the City will give each present employee and each new employee, when he is hired, a copy of this Agreement, and Department Rules and Regulations.

ARTICLE III BULLETIN BOARDS

25. **Section 1** The City shall permit the use of all bulletin boards located in the respective fire houses, by the Union, for the posting of notices concerning Union business and activities.
26. **Section 2** All such notices shall be authorized by the President or other Union officials.
27. **Section 3** All such notices shall be submitted to the Chief of the Department or his designated representative prior to such posting.

ARTICLE IV
DISCIPLINARY ACTION

28. **Section 1** No permanent employee. (the parties agree that a probationary hiree is not a permanent employee for the purposes of this Article), shall be removed, dismissed, discharged, suspended, fined or reduced in rank except for just cause, reduced in Article XXVII Special Assignment pay (except for just cause or except if such position is eliminated), or receive a written or verbal warning without just cause.
29. Before any disciplinary action is taken against an employee, such employee shall receive a pre-disciplinary action hearing before the Chief or Assistant Chief. Verbal or written warnings do not require a pre-disciplinary action hearing. Prior to such hearing, the employee will be advised of his right to Union representation.
30. At the hearing the specific charges and employee's actions leading to such charges, along with the possible ramifications of the charges and actions, shall be explained to the employee by the Chief or Assistant Chief. After such hearing, the Chief or Assistant Chief may take any action he believes prudent, including no action. Any such action by the Chief or Assistant Chief shall be subject to the appeal procedures of Article IV of the Contract or the appeal procedures of the Civil Service Rules and Regulations, but not both.
31. The current policy of the Waterbury Fire Department, which allows Deputy Chiefs on duty to place an employee off-duty with full pay, until a departmental hearing is held, will remain in force.
32. If any such employee is so disciplined, as enumerated in this Section, or is so reduced in rank and in the judgment of the Union and/or the employee involved, this action is taken by the City without just cause, the Union and/or employee may appeal in writing to the Mayor or his designee(s) within five (5) days, Saturdays, Sundays, and Holidays not excluded, of the date on which such action is taken. The Mayor or his designee(s) shall arrange for a meeting and make such investigations as are necessary to give his answer in writing within seven (7) days, exclusive of Saturdays and Sundays, of the receipt of the appeal. If the Union and/or employee is dissatisfied with the answer of such meeting, it and/or he may appeal, within seven (7) days of such answer, to the Connecticut State Board of Mediation and Arbitration to provide mediation service. Should such dispute not be resolved through mediation, either the City or the Union and/or employee involved, may then request, within fourteen (14) days after the mediation session has been completed, the State Board of Mediation and Arbitration to arbitrate such dispute and said Board shall, upon such request, hear the dispute and render a decision which shall be final and binding on the City and the Union and the employee involved. Said Board shall have the power to uphold the action of the City or to rescind or modify such action, and such power shall include, but shall not be limited to, the right to reinstate a suspended or discharged employee (i.e., permanent employee as defined in this Section), with full back pay. Nothing contained herein shall prevent any such employee from representing himself or from retaining an attorney of his own choosing to represent him, in these appeal procedures. The time limits specified herein may be extended by agreement of both parties.

33. **Section 2** If a permanent employee (as defined in Section 1 hereof). is arrested or convicted of a misdemeanor, then he shall not be disciplined, as prescribed by Section 1 hereof, unless he has been convicted of a misdemeanor within two years of the date of the current arrest, or unless the Fire Chief determines that the continued presence of said employee in the Department as an employee will impair the effectiveness and efficiency of the Fire Department. The aforesaid determination of the Fire Chief shall be subject to review as per the provisions of Section 1 hereof.

ARTICLE V GRIEVANCE PROCEDURE

34. **Section 1** The grievance procedure prescribed by this Article is established to seek an equitable resolution of problems that arise as a result of disputes concerning the misinterpretation, misapplication, or violation of a provision of this Agreement. A grievance shall be defined as a dispute between the City and the Union or between the City and any employee or group of employees concerning: (a) the application or interpretation of any Article of this Agreement; or (b) the application or interpretation of any State Statute, Charter provision or City Ordinance or Departmental rule or regulation, or Civil Service Rule or Regulation except as such Civil Service Rule or Regulation applies to the conduct and ratings of merit examinations, the rating of candidates or other matters enumerated in Section 7-474(g) of the Connecticut General Statutes; or (c) any condition affecting his or their health and safety (beyond those normally encountered in all phases of fire fighting); or (d) alleged discrimination. Such grievance shall be processed in accordance with the grievance procedure steps outlined in Sections 2 through 6 hereof. An employee complaint, or a complaint by the Union, concerning Disciplinary Actions as enumerated in Article IV hereof, against a permanent employee shall be processed in accordance with the provisions of Article IV hereof.
35. **Section 1a** No settlement of a grievance presented by an employee shall contravene the provisions of this contract.
36. **Section 2** The grievance shall first be discussed orally with the employee's immediate superior within fifteen days of the occurrence giving rise to the grievance. If such discussion does not resolve the grievance, it may be processed to the next step.
37. **Section 3** Within five (5) days, exclusive of Saturday and Sunday, from receiving a final answer from the employee's immediate superior, the grievance shall be presented in writing to the Chief of the Fire Department who shall arrange for such meetings and make such investigations as are necessary to give his answer in writing within five (5) days, exclusive of Saturdays and Sundays, of the receipt of the grievance. If this answer does not resolve the grievance, it may be processed to the next step.
38. **Section 4** Within five (5) days, exclusive of Saturdays and Sundays, after the receipt of the written answer from the Chief of the Department, the grievance may be submitted to the Mayor or his designee(s), together with all written claims and answers developed through the preceding steps of this procedure for review and hearing. The Mayor or his designee(s) shall arrange for such meetings and make such investigations as are necessary to give his answer in writing within five (5) days, exclusive of

- Saturdays and Sundays, of the receipt of the grievance. If this answer does not resolve the grievance, it may be processed to the next step.
39. **Section 5** Within seven (7) days, exclusive of Saturdays and Sundays, of the transmittal of the written answer by the Mayor or his designee(s), either the City or the Union may request the State Board of Mediation and Arbitration to provide mediation service. Should the grievance not be resolved through mediation, the City or the Union may then request, within fourteen (14) days, the State Board of Arbitration to provide arbitration services.
40. **Section 6a** The authority of the arbitrator shall be limited to the interpretation and application of this Contract. He shall have no right to add or subtract from the Contract.
41. **Section 6b** The decision of the arbitrator shall be final and binding on both parties.
42. **Section 6c** Any expenses incidental to arbitration shall be borne equally by the City and the Union.
43. **Section 7** Failure to process the grievance within the time limits established in the preceding Sections presumes that it has been satisfactorily resolved at the last step to which it has been properly processed. Failure on the part of the City's representatives to answer the grievance in the time limits established in the preceding Sections presumes that the claim made in the grievance is denied and may be processed to the next step.
44. **Section 7a** The time limits specified in the preceding Sections may be extended by agreement of both parties.

ARTICLE VI FUNERAL LEAVE

45. **Section 1** In each instance encountered, each employee shall be granted leave without loss of pay in the event of a death in his immediate family. Such leave shall start on the day of the death and continue through and include the day of burial, except that in no event shall such leave be less than three (3) calendar days commencing with the day of death. For the purpose of this Article, the term "immediate family" shall mean and include the following:
46. Spouse, Child, Mother, Father, Grandchild, Mother-in-Law, Father-in-Law, Son-in-Law, Daughter-in-Law, Grandparent, Sister, Brother, Step Parents or Foster Parents, Step Children or Foster Children, Former Legal Guardian or any relative domiciled in the employee's household.
47. In the case of , aunt, uncle, niece, nephew, Brother-in-Law, Sister-in-Law of an employee, one (1) day of funeral leave with pay, between the date of death and day of burial shall be granted to such employee. For the purposes of the preceding sentence, the words "aunt" and "uncle" shall include, within their meaning, the spouse of a blood related aunt or uncle.
48. **Section 2** In no event shall employees be paid funeral leave for days upon which they are not scheduled to work.
49. **Section 3** The employee must notify his company as to the date or dates he will be on Funeral Leave. When the employee returns to duty he shall provide to the City all

pertinent information as requested on Funeral Leave Forms, which are currently in use and provided by the City.

ARTICLE VII EMERGENCY LEAVE

50. **Section 1** The officer in charge of each Fire Company on each shift may grant emergency leave with pay to any subordinate employee who requests such leave for urgent reasons. Such emergency leave shall not exceed three (3) hours in any one day. For the purpose of determining staffing strength under Article XVII, an employee on such emergency leave shall be considered to be on duty.

ARTICLE VIII UNION BUSINESS LEAVE

51. **Section 1** The maximum of three (3) members of the Union Negotiating Committee shall be granted leave from duty with full pay for all meetings between the City and the Union for the purpose of negotiating the terms of a contract, when such members are scheduled to be on duty.
52. **Section 2** The maximum of three (3) members of the Union Grievance Committee shall be granted leave from duty with full pay for all meetings between the City and the Union for the purpose of processing grievances, when such meetings take place at any time during which such members are scheduled to be on duty.
53. **Section 3** Such officers and members of the Union as may be designated by the Union shall be granted a leave from duty with full pay for Union business such as, but not limited to, attending labor conventions and educational conferences, provided that the total leave for the purposes set forth above in this Section shall not exceed the hours noted for the twelve month period commencing with the dates hereinafter noted and no more than four (4) employees shall be absent from duty on such Union leave at any one time and no employee may take less than four (4) hours of Union Business Leave at any given time. The number of hours of Union Business leave shall be as follows:
Effective July 1, 1995 500 hours annually.
54. **Section 4** The Union President shall be granted leave from duty whenever he is scheduled to work a day shift between Monday and Friday (inclusive), with full pay, to conduct business on behalf of the Union, with the approval of the Chief. Such approval will not be unreasonably withheld. The total hours of said Union President's leave for any purpose set forth under all Sections of this Article shall not exceed one thousand (1000) hours annually.
55. If the Union President is other than a forty (40) hour employee, the City or the Union may request negotiations on this Section 4 of Article VIII of the Contract. Such negotiations shall be subject to the provisions of the Municipal Employees Relations Act.

56. **Section 5** The employee who will be on Union Business Leave will notify his duty station or Bureau as soon as possible before the absence is to occur. The employee is to notify the officer on duty under what Section the leave will be taken, the date, time, and length of time of the leave.
57. The officer taking such information shall thoroughly fill out the form, provided by the City, which is currently in use, with the appropriate sections filled out. The officer will put the time and date of such request in the company diary, with the appropriate information from the form. The officer will notify the Engine #2 Staffing Officer of such vacancy and shall forward the form to the Chief Engineer;
58. **Section 6** Any member of the bargaining unit who is an officer or a committee member of the State Commission on Fire Prevention and Control or of the U.P.F.F.A. of Connecticut shall be granted leave from duty with full pay to attend meetings of said Commission or Association or committees thereof, provided that the total leave for the purpose set forth in this Section shall not exceed, in the aggregate, twelve (12) working days in any fiscal year for any and all members of the bargaining unit who are entitled to leave prescribed by this Section.
59. **Section 7** Unless otherwise provided in this Section, the three (3) members of the Union, who are designated to represent the Union at any prohibited-practice-charge hearing with the State Board of Labor Relations or its Agent, shall be granted time off with full regular pay when processing such matters before said Board or its Agent at a time when such employee is scheduled to work. If the prohibited practice involves one or more individuals, such individuals will be included in the three (3) individuals designated by the Union as per the provisions of this Section. Nothing herein shall prevent the Union from having any other members and representatives attend such meeting if their attendance creates no financial obligation to the City under the terms of this Section. However, nothing in the preceding sentence shall prevent the Union from utilizing the provisions of Section 3 hereof for the benefit of the "other members and representatives" referred to in the said preceding sentence.

ARTICLE IX SPECIAL LEAVE

60. **Section 1** Each employee (requesting employee) shall be granted special leave with pay for any day or days, or portion thereof, on which he is able to secure another qualified employee (cooperating employee) to work in his place provided:
61. Such substitution does not impose additional cost to the Department, except in the case of a Fire Driver. In the case of two employees agreeing to work in each other's place, both employees shall be paid as if they had worked their regularly scheduled shift and had not replaced the other employee.
62. Such substitution is within classification only, i.e., fire fighters for fire fighters, company officers for company officers. The superior officer in charge is notified in writing (on forms provided by the City) not less than four (4) hours prior to its becoming effective except in the case of emergency, when such notification can be made by phone and confirmation in writing can be made subsequent to the substitution;

63. The notification form shall be signed by the requesting employee, the cooperating employee and the superior officer in charge. By his signature thereto, the cooperating employee agrees to be responsible to perform the work and duties of the requesting employee. In the event that the cooperating employee does not perform, for any reason, that work or duties, he shall assume all liabilities attached to such lack of performance as if he were regularly assigned to that tour.
64. **Section 2** The Fire Chief shall require that a Chief Officer shall utilize only another Chief Officer (that is, Deputy Chief, or Battalion Chief), in the event of the absence of the said Chief Officer under the circumstances enumerated in Section 1 hereof. However, a Deputy Chief can only work for a Battalion Chief when the Battalion Chief is the Acting Deputy Chief.
65. **Section 3** During the first three (3) months after being assigned to a fire company, new hirees will only be allowed to swap with other probationary fire fighters.
- 65a. **Section 4** Special Leave for Engine/Rescue-Hazmat Company, see Article XVIIC.
- 65b. **Section 5** In no case shall a member be allowed to work on Special Leave on a shift to which he/she is assigned. This provision applies to both 40 hour and 42 hour personnel.

ARTICLE IX (A) PERSONAL LEAVE

66. **Section 1** Each Effective July 1, 1995, and for the duration of this Agreement, each employee who was an employee on July 1 of the pertinent year as an employee who was regularly scheduled to work a forty (40) hour work week, as provided for in Article XXV, Section 2 hereof, or any employee who is assigned to the Emergency Reporting Center, shall be granted three (3) personal days as time off with pay within the twelve month period subsequent to July 1 subject to the demands of service as determined by the Fire Chief, provided the employee is a said forty (40) hour per week employee, or is an employee who is assigned to the Emergency Reporting Center, as heretofore defined in this Section, on the date of the personal day(s) and provided, further, that he has satisfactorily completed his probationary period as a new employee. A personal day may not be carried over to the following twelve month period. Except in an emergency situation, a request for a personal day shall be made by the said employee to the Fire Chief at least one week prior to the date of the requested personal day. No employee assigned to the E.R.C. will be granted 'Personnel Leave' on any contractual holiday or the night shift of December 25, or January 1.

ARTICLE X INJURY LEAVE

67. **Section 1** Each employee who is injured or disabled in the performance of his duties shall be entitled to injury leave with full pay from the date of injury, until such time as he is able to return to duty, or until such time as he has been accepted for retirement by the Retirement Board. In no event shall the net after-tax injury leave pay be greater than (or less than) the employee's net after-tax base pay. The City shall

have the right to insure a portion or all of the aforementioned obligation of full pay. If an employee becomes disabled as described above, and if the Chief receives a Medical Report from a treating physician which states that the employee is unable, because of such disability, to perform his regular duties which he was performing prior to such disability, the Chief shall immediately forward a copy of such report to said employee. If the employee does not then apply for retirement (service pension, if eligible, or disability retirement), the Chief may, not prior to four (4) weeks subsequent to the receipt of the said Medical Report, initiate a request for retirement for such an employee and so inform the employee that he (the Chief), has initiated the request for retirement. The fact of the Chief's unilateral filing of the said request for retirement {not prior to four (4) weeks after the receipt of the Medical Report}, shall not be subject to the Grievance Procedure. However, if the employee presents the City with a Medical Report from a physician which states that the employee has not reached the point of maximum recovery and that he will recover to the extent that he will be able to perform his regular duties, he may file a grievance (commencing at the Article V, Section 4 step), on the issue and no action, concerning granting or denying a pension, will be taken by the Retirement Board until such grievance is resolved or an Award is issued by the Board of Mediation and Arbitration.

68. **Section 2** The City shall pay the hospital, medical and drug expenses for each employee who is injured or disabled in the performance of duty, provided that he reports such disability to his superior officers as soon as he becomes aware that such injury or disability was suffered in the line of duty and further provided that he reports same within one (1) year of the date of the injury or disability, and further that he establishes through proper evidence and witnesses that such injury or disability was suffered in the performance of his duty. Any employee making such claim under this Section shall cooperate with the City in processing such claim. Any employee who suffers from a condition or impairment of health caused by hypertension or heart disease which requires prescription drugs shall utilize initially his Blue Cross Prescription card (see Article XXVIII, Section 1d hereof), in accordance with the provisions of, and guarantees of, the October 31, 1984 Agreement, as amended by the 1/30/89 Agreement (see appendix #1), between the parties concerning resolution of the Connecticut State Board of Mediation and Arbitration Case # 82-83-A-585 and MPP 10490.
69. **Section 2a** If an employee who is injured in the line of duty makes a claim or institutes a civil action against a third party (the alleged tort-feasor), who, the employee alleges, negligently or tortuously causes the injury which resulted in the employee's said injury or disability, and if the employee receives his full pay from the City during the period of such injury or disability, then the employee agrees that the City may intervene in the employee's said civil action against the alleged tort-feasor, pursuant to the provisions of the Connecticut Workers' Compensation Act, and the employee further agrees that in the event of recovery against the alleged tort-feasor by settlement prior to, or subsequent to, suit, or by judgment or otherwise, then the City may recover, pursuant to the Connecticut Workers' Compensation Act that portion of the monies payable to the employee during the period of said disability which the City may claim attributable to a weekly compensation (as that phrase is used in the Connecticut

Workers' Compensation Act), whether or not a voluntary agreement was executed between the employee and the City; and the employee further agrees that the City may claim reimbursement from any recovery which the employee may receive from the said alleged tort-feasor, any medical, hospital, dental, permanent partial disability payments, drugs, appliances, or other expenses paid by the City pursuant to the said Workers' Compensation Act.

70. **Section 3** The City will abide by the State statute regarding heart and hypertension benefits for firemen, as the same may be amended from time to time.
71. **Section 4** All benefits which any employee may have accrued since January 1, 1967, as a result of, or under, the provisions of Section 1, Section 2 and Section 3 of this Article, and any expenses which any employee accrued since January 1, 1967, as a result of a disability or injury which was suffered in the performance of his duties, as defined under said Sections 1, 2, and 3, shall be paid by the City regardless of whether such injury or disability occurred before, on, or after said January 1, 1967. In addition, the parties agree that the provisions of Section 2a hereof shall be operative, in favor of the City, from January 1, 1967, except that the City shall not be permitted to exercise any rights pursuant to Section 2a hereof as to any claims or suits arising out of injuries or disability occurring before, on, or after January 1, 1967, if the claim against the alleged tort-feasor has been in fact settled and money paid to the employee (by settlement, judgment or otherwise), prior to January 1, 1972.
- 71a. **Section 5** Service Connected Light Duty assignment shall be conducted according to the October 30, 1992, agreement between the City of Waterbury and Local 1339.

ARTICLE XI SICK LEAVE

72. **Section 1** For the purposes of this Article, sick leave is defined as absence from work because of non-service connected illness or injury, or absence from work for medical, dental, or ocular treatments which cannot be scheduled during the employee's non-working hours. A sick leave shall be granted without loss of employee's normal pay to the extent of the employee's sick leave eligibility as prescribed in Section 2 hereof.
73. **Section 2** Employees shall be credited with sick leave eligibility, as hereinafter noted, for each complete calendar month in pay status with the City, subsequent to July 1, 1999 and shall carry forward on that date unused sick leave accumulated as of June 30, 1999, by virtue of the predecessor Agreement, effective July 1, 1995, between the Union and the City. The said unused sick leave carried forward to this Agreement, together with the sick leave eligibility accrued in accordance with the formula prescribed in this Section 2 shall not exceed 180 sick leave days. Any sick days in excess of 180 days accrued as of the date of this Agreement shall be placed in escrow. The sick leave eligibility for the period commencing July 1, 1999, shall be one and one half (1 1/2) sick leave days for each complete month in pay status and commencing with the first month following approval of this Agreement shall be one (1) sick leave day for each complete month in pay status. For the purpose of the Article, the phrase "complete calendar month in pay status" shall mean that the employee is in pay status in

- at least 20 calendar days in that month. Employees shall not earn sick leave when they are on Leave of Absence Without Pay as provided for in Article XIII hereof.
74. **Section 2a** Effective July 1, 1995, the sick day accrual (i.e. sick bank) prescribed by Section 2 hereof shall be converted into a cash dollar equivalent valued as of the June 30, 1995 "daily rate" (that is, 12/42nd of the Article XXVI weekly salary) of the employee. The "sick day" accumulation subsequent to July 1, 1995, prescribed by Section 2 hereof, will also be converted into an equivalent dollar value as of the then said daily rate (12/42nd of the employee's Article XXVI weekly salary) in effect as of the date of the accrual of the sick leave entitlement. Such conversion to equivalent dollar value shall only be utilized for purposes of computing terminal leave pay, as hereinafter set forth.
75. **Section 2b** This sick leave allowance, prescribed in Section 2 hereof, shall be reduced by the number of days paid sick leave granted to an employee.
- 75a. **Section 2c** Upon the retirement or death of any employee, such employee, or the employee's dependent survivors, as the case may be, shall receive terminal leave pay in accordance with the following formula: 60% of the dollar value of the number of the accumulated and unused sick days (prescribed by Section 2 and 2a hereof), to which the employee is entitled at the time of his retirement or death, but not to exceed 180 days, plus 40% of the dollar value of the number of the accumulated and unused sick days in escrow (see Section 2 above), multiplied by twelve forty-seconds (12/42nd) of the employee's basic weekly pay (prescribed by Article XXVI hereof), being earned at the time of his retirement or death. Terminal leave pay shall be payable in three equal installments on or about ~~July 1 of each of the first three fiscal years following the date of retirement or death~~ and the first two anniversaries thereof. The terminal leave pay prescribed in this Section shall be in lieu of any sick leave earned per the provisions of this Article.
76. **Section 3** An employee who has exhausted his sick leave may request in writing an advance of additional sick leave.
77. **Section 3a** Such request will be reviewed by the Chief, the Personnel Director, and the Budget Director, who will consider the employee's work record as a whole including his length of service and the use or abuse of his sick leave privileges in the past. Such advance of sick leave shall not take effect until such employee has exhausted his vacation leave for that year.
78. **Section 3b** In no event shall advance sick leave credit be granted in excess of thirty (30) days for any one request.
79. **Section 4** The present practice of allowing fire fighters to work for fire fighters who have exhausted their sick time and officers to work for officers who have exhausted their sick time, shall be continued.
80. **Section 4a** In the event that fire fighters and/or officers work under Section 4 and the absence from duty of the fire fighter and/or officer for whom such work is performed, is subsequently determined to be Injury Leave as defined in Article X, such fire fighters and/or officers shall be paid for such work on an overtime basis, as provided under Section 2 of Article XVIII.
81. **No Such Provision**

82. **Section 6** An employee absent on sick leave for three (3) or more consecutive work days, or any employee who is regularly or habitually absent due to sickness may be required to submit a Doctor's Statement, at the City's expense, from a Doctor selected by the City, containing, as minimum information, the diagnosis of the employee's illness and current physical condition, and a prognosis of his future susceptibility or disability.
83. **Section 7** After an employee has utilized the provisions of Sections 2, 2a, 3, 3a, and 3b of this Article, an employee may borrow sick days from another employee under the following conditions: He must first exhaust all his personal days (per Article IX A); All borrowing of sick days will be limited to fire fighters borrowing from fire fighters and officers borrowing from officers. The Chief's Office will be notified in writing on forms provided by the City, not less than forty-eight (48) hours prior to its becoming effective. Neither the Department, nor the City, nor the Union is held responsible for enforcing any agreement made between employees. An employee may not borrow to obtain payment for day(s) during which he has not been paid because he has not been in pay status on those day(s). The "lending" employee's sick bank will be reduced by the number of days which he lends.
84. **Section 7a** In the event that it is determined that a fire fighter or officer, who borrows sick days per the provisions of Section 7 hereof, is entitled to receive payment for those "borrowed" days as Injury Leave, per the provisions of Article X hereof, then the lending fire fighter or officer shall be entitled to the return to his sick bank (see Section 2 hereof), of the days which he lent.
85. **Section 8** An employee may be granted leave with pay by the Chief or his designated representative because of illness within the employee's household, provided that in the judgment of the Chief or his designated representative, an emergency condition exists and the employee submits a doctor's certificate substantiating that such illness exists when the employee is absent for a period of between two to six working days. Such leave shall be for a period not to exceed six (6) working days per illness and shall be charged against such employee's sick leave. The first day of such leave for any employee may be granted by the Deputy Chief on duty at the time the request for such leave is made.
- 85a. **Section 9** Non - Service Connected Light Duty assignment shall be conducted according to the pilot program established April 7, 1992, and reviewed and agreed to by the City of Waterbury and Local 1339, October 28, 1992.

ARTICLE XI (A) TRANSFERS

86. **Section 1** Transfers within this bargaining unit will be governed by the provisions of this Article unless the Fire Chief, in the exercise of the rights specifically granted to the Fire Chief in Article XXXI hereof, transfers or assigns a bargaining unit person to a bargaining unit position or assignment. At the discretion of the Fire Chief the following procedures may be utilized in effecting transfers and in filling vacancies in lieu of the Article XXXI procedure.
87. **Section 2** Transfers may become necessary when a vacancy occurs. As used in this Article, a "vacancy" shall mean a position not occupied due to death, retirement, transfer or dismissal, etc. of an incumbent, or an unfilled, newly created position. When the vacancy is in a position which is a non-competitive assignment, same shall be filled only if the Fire Chief determines that the assignment needs to be performed.
88. **Section 3** When a vacancy occurs in the bargaining unit, and the position is required to be filled (because of the requirements of Article XXIX hereof, or because it is a non-competitive position and the Chief determines that the assignment needs to be filled), the Fire Chief shall notify all employees of such vacancy. A vacancy shall be deemed to occur in a fire fighting company on any given shift when that company on that shift is below minimum strength as described in Article XVII, Section 3 hereof. Any employee who is qualified to fill the vacancy may notify the Fire Chief, in writing, no later than ten (10) days after said notification by the Chief, that said employee wishes to be transferred to the fire station, shift, and job assignment of the vacancy specified in the notice. If the vacancy is in a competitive division position, only those employees holding that rank shall be deemed qualified. Within five (5) days after the aforementioned ten (10) days, the Chief will transfer the qualified employee with the most departmental seniority to the vacancy. If there is no employee submitting a bid for an announced vacancy, the Chief shall assign the employee with the least departmental seniority of those employees who are qualified, to the vacant position. In the case of a tie among those qualified employees bidding for a vacancy, rank seniority will be used to resolve the tie. A successful bidder may not re-bid for one (1) year from the date of his transfer. Any employee involuntarily transferred per the provisions of this Article may not be transferred for one (1) year from the effective date of his transfer.
89. **Section 4** Nothing herein shall prevent the Chief from making a temporary assignment to the vacant position for a period of time of not more than fifteen (15) days.
90. **Section 5** The Chief may postpone, for a period of not more than thirty (30) days, any transfer under the provisions of this Article, that results in there being less than two (2) qualified drivers in the Fire Company where the transfer request may have been initiated.
91. **Section 6** The Chief may notify employees within this bargaining unit of openings in companies at minimum strength and must notify employees of a vacancy when a company falls one below minimum strength.
92. **Section 7** Under this Article, P, A, B, and C Step fire fighters shall not be eligible to bid for transfers.

93. No Such Provision

ARTICLE XII
MILITARY LEAVE

94. **Section 1** Any employee who leaves or who has left the Fire Department for military service with the United States Armed Forces, and who returns from such military service within six (6) years of the date on which he so entered military service, and who, within ninety (90) days of the date of his discharge from such service requests reinstatement to the Fire Department, shall be reinstated to the position he held at the time he left for the military service provided that he is physically and mentally able to perform the duties of a position within the Fire Department. Any employee, so reinstated, shall be paid at the same rate of pay as that which he would have been receiving if he had continued his service in the Fire Department instead of being on military service and any sick leave for which he was eligible at the time he entered military service, and all sick leave which he shall earn during absence from the Fire Department, shall be credited to him upon his reinstatement. Such time spent in the military service shall be used in computing his seniority, and in determining his eligibility for pension benefits, and in computing the amount of same and it shall also be used in determining his eligibility for and amount of his vacation benefits.
95. **Section 2** Temporary military leave from work shall be granted to regular employees when ordered to serve a period of active Reserve or National Guard duty. In the instance of recurring Reserve duty, the Union shall make every effort to keep the City's cost at a minimum. In no event shall this military leave exceed a total of two (2) weeks per period of duty, except if an employee is scheduled to work a night tour of duty on the last night before the day on which his military leave starts and his work on such night tour of duty would prevent him from complying with his military orders, such leave shall be extended by one day, and if the employee's release from military duty after twelve o'clock noon of the day he is scheduled to work a night tour of duty, such leave shall also be extended by one day. For such leave the employee shall be paid the difference in his City pay, had he worked his regular schedule, and military (base) pay provided the latter is lower. Such leave shall be in addition to his annual vacation leave. A statement of military orders shall be submitted by the employee to the Fire Chief as soon as possible.

ARTICLE XIII
LEAVE OF ABSENCE WITHOUT PAY

96. **Section 1** The City acting by and through its Board of Fire Commissioners may grant Leave of Absence Without Pay to any employee, upon his request, for a period not to exceed one (1) year for any one request. Upon expiration of an approved Leave of Absence Without Pay, or earlier if so requested by such employee, he shall be

reinstated in the position held at the time such leave was granted. In no case shall leave be granted for the sole purpose of accepting other employment or self-employment.

97. **Section 2** An employee must work a minimum period of six (6) months upon returning from Leave of Absence Without Pay before he will be permitted to take his vacation.

ARTICLE XIII (A)
MATERNITY/PATERNITY LEAVE

98. **Section 1** The City will abide by all applicable State and Federal Laws regarding maternity/paternity leave.

ARTICLE XIII (B) JURY DUTY

99. **Section 1** Each employee selected for Jury Duty shall be entitled to such leave with the employee being paid the difference in his City pay, had he worked his regular schedule and any monies paid to him by the State of Connecticut Court System, provided the latter is lower.
100. **Section 1a** Leave shall be granted in accordance with the following provisions for the "One day for Jury Selection":
101. A. If the employee is scheduled to work the night before the One Day Jury Selection, then he will be off duty at 2400 hours that night;
102. B. If the employee is scheduled to work on the night of his One day Jury Selection, and not scheduled for Jury Duty on the following day, then he will report for duty four (4) hours after he has been released by the court for the day;
103. C. If the employee is scheduled to work the night of his One Day of Jury Selection and is scheduled for Jury Duty the following day, then he will be off for that night;
104. D. If the employee is scheduled to work the day of his One Day of Jury Selection, he shall be given the day off;
105. **Section 1b** Leave shall be granted in accordance with the following provisions for employees selected to perform Jury Duty:
106. A. If the employee is scheduled to work a night before a day of Jury Duty, he will be given the night off;
107. B. If the employee is scheduled for a night shift on the day of Jury Duty and not scheduled for Jury Duty on the following day, he shall report for duty four (4) hours after he has been released by the Court for the day;
108. C. If the employee is scheduled to work a night shift on the day of Jury Duty and scheduled for Jury Duty the next day, he shall be given the night off;
109. D. If the employee is scheduled to work the day of Jury Duty, he shall be given the day off.

110. **Section 2** Each employee entitled to such leave shall provide to the City any documentation from the Court in regard to the dates on which Jury Duty was performed and any monies received for doing such Jury Duty if performed for more than one (1) day.

ARTICLE XIII (C) COURT LEAVE

111. **Section 1** The City shall grant leave with full pay to an employee for the period of time he is required to appear before a court, judge, justice, or magistrate, as a plaintiff (unless the employee is plaintiff suing the City), a defendant or witness, in cases arising out of employment with the Department.

ARTICLE XIII (D) COMMITTEE LEAVE

112. **Section 1** Any member of Local 1339 who serves on a Board, Commission, or Committee of the City of Waterbury shall be granted time off with full pay to attend scheduled meetings, seminars or schools in regard to that Board, Commission or Committee, when such employee is on duty. Such member shall be granted a reasonable amount of time off with full pay prior to and after such meetings.
113. A. In the case of seminars and schools, time off with pay shall be authorized only with the written approval of the Fire Chief. Such approval shall not be unreasonably withheld. The denial of the Fire Chief will be subject to the grievance procedure beginning at Section 4, Article V.

ARTICLE XIV SENIORITY

114. **Section 1** Seniority shall be of two (2) types: Department Seniority and/or Rank Seniority. Department Seniority shall consist of the total accumulated service of the employee with this Fire Department. Rank Seniority shall consist of the relative length of accumulated service of each employee, in his respective rank or classification, with this Fire Department.
115. An employee's length of service shall not be reduced by the time lost due to sick or injury leave or authorized leave of absence, or layoff, or demotion.
116. For the purpose of this Article, the terms, classification (or rank), shall mean and include the following: Fire Fighter (for the purposes of this Article, Probationary Fire Fighters shall be considered to have the rank-classification of Fire Fighter), Fire Lieutenant, Fire Equipment Mechanic, Fire Captain, Battalion Chief and Deputy Chief. Employees who have the same length of service in their classification shall be placed on the Rank Seniority List in the order that their names appeared on the Eligibility List or if not appointed from an Eligibility List, they shall be placed in the order that they were appointed to such classification. If the situation is still not resolved, it shall be determined by lot.

117. **Section 2** In the event of a layoff of one or more employees, the employee with the least Departmental Seniority, as defined in Section 1 hereof, shall be laid off first. Successive layoffs shall be effected on a similar basis of Least Departmental Seniority.
118. **Section 3** During the layoff process or otherwise, if the need arises, an officer (as the word "officer" is defined in the third paragraph of Section 1 hereof), shall be demoted, rather than immediately laid off, as follows: the officer with the least Rank Seniority, as defined in Section 1 hereof, shall be the first employee to be demoted. When this occurs, the demoted officer shall be entitled to bump the least senior employee in the next lower grade if the said demoted officer has actually served in that classification (or rank), and if he possesses more time in grade than the least senior employee. For the purpose of the previous sentence, the phrase "time in grade" shall mean Rank Seniority in the classification into which the demoted officer is bumping, plus all rank seniority held by the said demoted officer in higher officer ranks and/or classifications. Any officer affected by the bumping process referred to in this Section may avail himself of the same process as against a lower ranking officer, in order that the affected officer may be demoted rather than laid off. When the demotion-bumping process is complete and the fire fighting rank is attained, then the employee with the Least Department Seniority shall be laid off as per the provisions of Section 2 hereof.
119. **Section 4** When an employee has been laid off, or an officer has been demoted because of layoff, position elimination, or "bumping", the name of such employee shall be placed on a preferred re-employment list for the appropriate grade. In filling any vacancy in any such grade, the preferred re-employment list shall have priority over any other list. All names shall remain on any preferred re-employment list until each laid off employee is offered the opportunity for re-hire or each such demoted officer is offered the opportunity for restoration to his former rank. When a laid off employee is re-hired or an officer demoted because of layoff or otherwise is restored to the prior higher grade, he shall be credited with Departmental Seniority and Rank Seniority as if he had not been laid off or demoted. Laid off employees or employees demoted because of layoff or otherwise shall be notified of their re-hiring, or restoration, at their last address on file with the Fire Department and/or the Personnel Department. Any such employee shall forfeit his right of re-hire or restoration to the previous higher grade if he does not report to the Fire Chief his willingness to return to work within thirty (30) days after notification, in writing, to return to work.
- 119a. Effective upon approval of this Agreement through June 30, 2004, the City shall not lay off any bargaining unit employee(s).

ARTICLE XV
UNION ACTIVITY PROTECTED AND
NO STRIKE OR LOCKOUT

120. **Section 1** Except for the right to strike or to withhold services which is hereinafter prohibited, all other Union activities are protected. Nothing shall abridge the right of any duly authorized representative of the Union to present the views of the Union to the citizens on issues which affect the welfare of its members.
121. **Section 2** During the life of this Agreement, there shall be no strike, slow-down, job action, suspension or stoppage of work, in any part of the City's operations by employees or an employee, nor shall there be any lockout by the City in any part of the City's operations.

ARTICLE XVI PROBATIONARY PERIOD

122. **Section 1** To enable the Board of Fire Commissioners to exercise sound discretion in filling positions within the Fire Department, no appointment for employment in, or promotion to any position in the Fire Department shall be deemed final and permanent until after the expiration of twelve (12) months of probationary service. During this probationary period, the Board of Fire Commissioners, with the approval of the Personnel Director and Civil Service Commission may terminate the employment or cancel the appointment to higher rank, if during this period they shall deem him unfit for such employment or appointment based on material reasons.
123. **Section 2** If the employee loses two (2) months or more time from duty during this probationary period, it shall be extended for the length of time lost, but such extension shall not exceed four (4) months.
124. **Section 3** In the event an extension beyond four (4) months would be required to compensate for time lost from duty, the Chief of the Department may elect one of the following alternatives:
125. A. Certify the employee as satisfactory in the position in which he was serving a probationary period;
126. B. Disqualify the employee for the position in which he was serving a probationary period; This does not apply to promotions.
127. C. Establish a new twelve (12) month probationary period.
128. **Section 4** The rights of the Board of Fire Commissioners shall not be exercised during probationary period in such a manner as to deprive an employee of any rights he might have under any program of benefits provided for an employee who becomes totally and permanently disabled in the line of duty.

ARTICLE XVII STAFFING

129. **Section 1** The scheduled staffing for each fire fighting company, for the Emergency Reporting Center (E.R.C.) and for the Chief Officers, for each working shift shall be:
130. Engine Co. #1 Five (5) men including one (1) officer
131. Engine Co. #2 Five (5) men including one (1) officer
132. Engine Co. #4 Five (5) men including one (1) officer
133. Engine Co. #5 Five (5) men including one (1) officer
134. Engine Co. #6 Five (5) men including one (1) officer
135. Engine Co. #7 Five (5) men including one (1) officer
136. Engine Co. #8 Five (5) men including one (1) officer
137. Engine/Rescue-Hazmat Co. #9 Six (6) men including one (1) officer
- Five (5) trained will be the minimum on-duty strength for Section 3 purposes.
138. Engine Co. #10 Five (5) men including one (1) officer
139. Engine Co. #11 Five (5) men including one (1) officer
140. Truck Co. # 1 Six (6) men including one (1) officer
141. Truck Co. # 2 Six (6) men including one (1) officer
142. Truck Co. # 3 Six (6) men including one (1) officer
143. E. R. C. Two (2) men including one (1) officer
- 143a. Chief Officers Three (3) - One (1) Deputy Chief/Shift
Commander, Two (2) Battalion Chiefs
- 143b. No Such Provision
- 143c. If an apparatus known as a tower ladder is placed in service, the manning level shall be the same manning level specified for Truck Companies.
- 143d. As utilized in paragraphs 130 to 143, the word "officer" shall mean either Fire Captain or Fire Lieutenant.
144. **Section 2** The City reserves the right, acting through its Board of Fire Commissioners and Board of Aldermen, to establish either higher or lower company or E.R.C. staffing requirements as changing conditions may require. However, if during the term of this Agreement, the City wishes to lower said company or E.R.C. staffing requirements, prescribed by this Article, it may do so only after notification, consultation and negotiation (per the requirements of the Municipal Employee Relations Act), with the Union.
145. **Section 2a** At a minimum, trucks 1, 2, and 3 shall be equipped with emergency life-saving equipment for fire-related emergencies, which equipment shall include, but not necessarily be limited to, oxygen equipment, resuscitators, inhalators, etc.
146. **Section 3** The City agrees that the minimum staffing strength for each fire fighting company, on each working shift shall be maintained at not less than one (1) below the schedule in Section 1 hereof or any modification of such schedule resulting from action under Section 2 hereof. The City agrees that the minimum staffing strength for each working shift shall be three (3) Chief Officers, including Acting Chief Officers.
147. **Section 4** A temporary assignment shall be defined as any assignment of a duration of two (2) weeks or less.

148. **Section 4a** No temporary assignment shall be permitted which would require the employee so assigned to accept a temporary change in working shift.
149. **Section 4b** In the event that the staffing shall for any reason fall below the minimum staffing strength as provided in Section 3 hereof, for each company, and Chief Officer rank, on each shift, such shortage shall be filled by overtime work in accordance with Article XVIII hereof or by temporary assignment from one engine house to another on the same working shift or from one company to another of the same working shift or from one company to another within the same Fire House on the same working shift, or a Captain or a Battalion Chief, acting in the next higher rank. All such temporary assignments or Acting Chief Officer assignments shall be based on the following:
150. 1) Such assignments shall be distributed among the fire fighting companies on the working shift as equitably as possible;
151. 2) Such temporary assignments shall be made for the rank or classification, i.e., fire fighter or officer, held by the man last reporting off-duty, which brings the fire fighting company below minimum strength, except that no officer shall be required to take a temporary assignment from one fire fighting company to another on the same shift. In the case of a vacancy in a Chief Officer rank, a Battalion Chief may act as Deputy Chief on the same shift if available, and a Captain may act as Battalion Chief on the same shift, if available. Instead of the officer or Chief Officer taking a temporary assignment, the least senior fire fighter in the company supplying the staffing shall be assigned to the said temporary assignment and the designated acting officer of the company receiving the staffing shall act as the officer in that company. If staffing is not available within the fire fighter rank, the Chief Officer vacancy shall be filled by overtime, per the most recent Chief Officer Overtime Guidelines as described in Article XVIII;
152. 3) The fire fighter with the least seniority in the appropriate classification and who is on duty in the fire fighting company from which such assignment is to be made should be the employee so assigned, except as provided for in the Training Article;
- 152a. 4) The order of preference in the selection of the Captain or the Battalion Chief to fill non-long-term vacancies, on that shift, who is to act in the next higher rank, is as follows:
- 1) FIRST: The highest ranking candidate on the eligibility list for the position to be filled by staffing, per the provisions of sub-section (2) - Paragraph 151 - hereof;
- 2) SECOND: Rank seniority
153. **Section 5** In the event that staffing shall for any reason fall below the staffing strength as provided in Section 1 hereof for the E.R.C., on any shift, such shortage shall be filled by overtime work in accordance with Article XVIII, Section 4.
154. **Section 6** The Bureau of Instruction and Training consists of a Director of Training and two (2) Fire Department Officers at the rank of Lieutenant and/or Captain.
155. **Section 7** The Bureau of Automotive Repair consists of one (1) Master Mechanic and one (1) Fire Equipment Mechanics. (See Article XVII D)

- 155a. The Emergency Reporting Center shall consist of one (1) Director of Communications, four (4) Dispatcher/Supervisors, and four (4) Fire Fighter/Dispatchers.

ARTICLE XVII (A)
BUREAU OF FIRE PREVENTION

156. **Section 1** The Bureau of Fire Prevention will consist of:
One (1) Fire Marshal
One (1) Assistant Fire Marshal
Three (3) Deputy Assistant Marshals
A minimum of nine (9) Fire Fighter/Inspectors
157. No Such Provision
158. No Such Provision
159. No Such Provision
160. **Section 1c** The City and the Union agree that with the signing of this Agreement any employee who is currently assigned to the Bureau of Fire Prevention and who holds a valid Deputy Marshal Certification from the State of Connecticut, shall retain such certification and all rights and benefits, to which they are currently entitled.
161. **Section 2** At least two (2) of the employees who are assigned to the Fire Marshal's Office may receive training in, and be assigned to, arson investigation so as to work with the Fire/Police Department Arson Investigation Team. If so assigned, these employees will perform their regular inspection functions when not engaged in arson investigation.
162. **Section 3** In the event of the absence for any reason of the occupant of the Fire Marshal's and Assistant Fire Marshal's position, such absence shall be filled by a "qualified Deputy Marshal" from the Fire Prevention Bureau as follows:
163. No Such Provision
164. A. The Deputy Assistant Marshal on duty, with the highest rank seniority, shall perform the duties of the Marshal;
165. B. In the event of the absence of the Marshal, Assistant Fire Marshal and Deputy Assistant Marshal, the Fire Fighter/Inspector who is actually working and has held certification the longest amount of time, shall perform the duties of the Fire Marshal;
166. C. For the purpose of this Section, a "qualified Deputy Marshal" shall be defined as a bargaining unit member holding proper complete state certification;
167. D. When any Deputy Marshal performs the duties of the Marshal (as prescribed in the preceding sub-sections), such Deputy Marshal shall receive his normal base pay plus the difference between his normal base pay and the Marshal's base pay. Said difference shall not be considered for the purposes of Article XXXIII (Pension);
168. E. Whenever any Deputy Marshal is required to perform the duties of the Marshal on an overtime basis, then he shall be paid pursuant to Article XVIII based on the regular hourly Marshal's rate;

169. F. The intent of the preceding sub-sections of this Section is to allow the duties of the Marshal to be performed by a Deputy Marshal, on an interim basis, in the event of the Marshal's absence. Nothing herein this Section relieves the City of its obligation prescribed in Article XXIX (Eligibility Lists and Promotions);
- 169a. Whenever the Fire Marshal is not in full-duty or light duty status for twenty-three consecutive work days, the Assistant Marshall shall act as the Fire Marshal and shall receive his normal base pay plus the difference between his normal base pay and the Marshal's base pay. Said difference shall not be considered for the purposes of Article XXXIII (Pension).
170. G. All employees assigned to the Bureau of Fire Prevention and holding the proper state certification to legally perform any official duties of a fire marshal shall hold the position of Deputy Fire Marshal, for the purposes of this Section. Any employee who in the future is assigned to the Bureau of Fire Prevention and who has successfully attained State Certification as described above shall be appointed to the position of Deputy Fire Marshal for the purposes of this Article. Employees who have complete certification shall be the only employees permitted to act as Fire Marshal, Assistant Fire Marshal or Deputy Fire Marshal.
171. Section 4 The Inspectors in the Fire Marshal's Office will receive, on a retrospective basis, a travel allowance of \$7.50 per day for each day that a given Inspector is actually present and working in the Marshal's Office and is required to use his private automobile in the course of the performance of his Inspector's duties. Payments for these days of car usage shall be made on a bimonthly basis. Vouchers requesting payment per the above formula (for each bimonthly period), are to be signed by the individual claimants, (that is, the individual Inspectors), with the approval of the Fire Chief, and with the Fire Chief noting that the individual had used his automobile in the course of his official Inspector's duties for the Fire Marshal's Office. Since the \$7.50 per day payment is to be made for each day that the Inspector actually performs Inspector's duties and uses his private automobile in the performance of same, there will be no payment for absences from work because of holidays, vacation usage, sick leave, injury leave, etc. The City shall make all attempts to provide suitable transportation for employees assigned to the Bureau of Fire Prevention, so that they may better perform their duties.
172. Section 5 The following is the work week schedule for the Bureau of Fire Prevention (B.F.P.)
1. There will be five (5) groups working a rotating day off schedule.
 2. One (1) employee will be regularly assigned to the second shift. The regularly assigned employee's scheduled day off will be filled by an employee from another group.
 3. The work hours shall be: day shift - 0700 to 1700 hours; second shift 1300 to 2300 hours.
 4. There shall be no scheduled lunch hour. Members of the Bureau will be on call and will take their lunch while they are on call, if the assignment and work schedule allow.

5. Holiday pay for members of the Bureau of Fire Prevention as per Article XXIII of the contract shall be for eight (8) hour days.
6. There shall be no compensatory days off for any holiday falling on a members scheduled day off.
7. The normal work schedule for the employees assigned to the B.F.P. on the regular 0700 to 1700 hrs. work shift will reflect a minimum staffing level of at least one officer and three inspectors; with each of the three (3) divisions having not less than one representative on each 0700 to 1700 hrs. work shift. This minimum level is for the purposes of controlling vacation scheduling only and not to indicate minimum manning for overtime.
 - a. Vacation time will be selected using the same basic method that is used in the fire companies where a full vacation takes precedence over a partial vacation. In the B.F.P. this would mean that all vacation time would be selected with daily staffing requirements and seniority considered accordingly. Compensatory leave will be subject to approval pending a review of the daily staffing requirements. Personal days can be taken at any time with no restrictions.

ARTICLE XVII (B)

EMERGENCY REPORTING CENTER

173. **Section 1** In the Emergency Reporting Center (E.R.C.), the Union and the City agree that there shall be assigned a Director of Communications (40 hour week), a Dispatcher/Supervisor, and one (1) Fire Fighter/Dispatcher per shift (see Article XVII), on a continual basis in the E.R.C.
174. **Section 1a** There shall be four (4) Dispatcher/Supervisors and four (4) Fire Fighter/Dispatchers assigned to the ERC.
- 174a. The present Supervisor/E.R.C. Lieutenants shall remain in their current assignments and maintain their rank status. For the purposes of this Article they shall be considered Dispatcher/Supervisors.
175. **Section 1b** One Supervisor and one Fire Fighter/Dispatcher shall be assigned to each working shift {(A, B, C, D) Article XXV, Section 1}. The duties of the Supervisor are to update, maintain, and review information on the departments dispatch system. In addition, the Supervisor and the Fire Fighter/Dispatcher are to take calls, to dispatch Fire Department personnel and related dispatching duties which are currently being performed.
176. **A.** There shall be a minimum strength of one Supervisor or Fire Fighter/Dispatcher, working in the capacity of Supervisor and one Fire Fighter/Dispatcher on each working shift, (see Article XVII).
177. **B.** If no Supervisor is on duty, then: the senior Fire Fighter/Dispatcher, permanently assigned to the E.R.C., on duty shall function as the Supervisor and be paid at the Supervisor/Dispatcher pay rate (see Article XXVI); When such senior Fire Fighter/Dispatcher, permanently assigned to the E.R.C. functions as the Supervisor on a holiday, he shall be paid Dispatcher/Supervisor

rate (see Article XXIII); When such senior Fire Fighter/Dispatcher permanently assigned to the E.R.C. works overtime in the capacity of the Supervisor, he shall be paid pursuant to Article XVIII based on the regular hourly rate for the Dispatcher/Supervisor (see Article XVIII, Article XXIII).

178. No Such Provision

179. **Section 2** The following procedure shall be used for assignment to the E.R.C. whenever a vacancy occurs, or when a request for a non-conditional transfer has been received:

A. In the event of a vacancy in the assignment of Dispatcher/Supervisor, the Chief shall offer such assignment to all Fire Fighter Dispatchers assigned to the E.R.C. Each employee wishing to be considered for the assignment will indicate his desire in writing to the Chief. The Chief shall then select from a list, the number of qualified employees required, taking into account the employees' qualifications, seniority, work history and anticipated service with the Department. In the event that the Dispatcher/Supervisor assignment cannot be filled by the above methods, the Chief shall offer the assignment to all Lieutenants. If there are no Lieutenants wishing to take the assignment the Chief shall assign a Lieutenant from a list of the three (3) least senior lieutenants.

179a. B. In the event of a vacancy in the assignment of Fire Fighter Dispatcher, the Chief shall offer such assignment to all Step D Fire Fighters. Each employee wishing to be considered for the assignment will indicate his desire in writing to the Chief. The Chief shall then select from a list, the number of qualified employees required, taking into account the employees' qualifications, seniority, work history and anticipated service with the Department. In the event there are no Step D Fire Fighters wishing to take the assignment the Chief shall assign a Step D Fire Fighter from a list of the fifteen (15) least senior Step D Fire Fighters.

180. **Section 2a** Any employee assigned to the E.R.C., after a period of one (1) year from the date of the assignment, may request in writing to the Chief, for a non-conditional transfer out of the E.R.C. This transfer request shall be honored no later than six (6) months after receipt of such by the Chief.

181-186 No Such Provision

187. **Section 2b** Overtime in the E.R.C. shall be scheduled as per the most recent Memorandum of Understanding between the City and the Union.

188. **Section 3** As long as ambulance calls are also routed through the Emergency Reporting Center and such work load appears to be beyond the capacity of the current staffing either the City or the Union may request bargaining subject to the MERA on the appropriate staffing of the Emergency Reporting Center.

189. **Section 4** All bargaining unit employees permanently assigned to the E.R.C. shall be required to obtain Medical Response Technician and Emergency Medical Dispatch certifications. The City shall provide for such certification and maintenance thereof per the Training Article, and/or Article XVIII. The training for such certification shall be completed within twelve (12) months.

190. **Section 4a** Individuals assigned to the E.R.C., after obtaining Emergency Medical Dispatch certification, and a minimum of two (2) weeks training in the department's dispatch system, will receive wages for their respective assignments as per Article XXVI, and shall be considered trained for staffing purposes. The City shall ensure that all employees assigned to the E.R.C. shall acquire or maintain Medial Response Technician training within twelve (12) months of assignment to the E.R.C. Certifications, once attained, as MRT/EMD must be maintained in order to continue assignment to the E.R.C.
191. **Section 5** Article IX (Special Leave) of the 1995-99 Written Agreement is not applicable to employees assigned to the E.R.C. Each employee assigned to the E.R.C. shall be granted Special Leave with pay for any day or days, or portion thereof, on which he is able to secure another qualified employee to work in his place. Such Special Leave will only be allowed between employees assigned to the E.R.C., except with the prior approval by the Deputy Chief on duty. The superior officer in charge must be notified in writing on forms provided by the City not less than four (4) hours prior to its becoming effective except in the case of emergency when such notification can be made by phone and confirmation in writing can be made subsequent to the substitution; neither the Department nor the City is held responsible for enforcing any agreements made between employees. It is understood that an employee's first responsibility is to his position with the City.
192. **Section 6** The City agrees that as long as the Emergency Reporting Center is located at the Police Department Headquarters, that all employees assigned to the E.R.C. shall have reasonable use of the facilities available to those Police Department employees assigned to that building.
193. **Section 7** Except as specifically amended in this Article, employees assigned to the E.R.C. shall retain all rights and benefits as provided for in this Agreement.
- 193a1. **Section 8** The following are in effect regarding the Director of Communications:
- 193a2. 1. The Director shall not be used to fill in for a Dispatcher or Supervisor, except where noted herein.
- a. The Director can fill in for a Dispatcher or Supervisor if either is granted Emergency Leave as per Article VII. The Director of Communications may also fill in to maintain minimum staffing if ~~either~~ another assigned members member on-duty must attend a scheduled training activity.
- 193a2a. b. If the E.R.C. is staffed at minimum (1 supervisor and 1 dispatcher) and a call back is required for additional resources, the third member will be called back as follows:
1. Monday-Friday, if the Director is on duty he will be used as a third person and no callback will be required.
2. If the Director is not on duty, he shall be called first. If he is not available then a third dispatcher will be called.
- 193a3. Dispatchers' or Supervisors' vacation selections shall not be effected by the Director's selections, nor will the Director's selections be effected by the Dispatcher or Supervisors.
- 193a4. 3. The Director will earn vacation leave as a forty (40) hour employee.

- 193a5. 4. Holiday pay for the Director shall be as per a forty (40) hour employee.

ARTICLE XVII (C)
ENGINE/RESCUE-HAZMAT COMPANY

193b. No Such Provision

193c. **Section 1** To be considered a "trained" member of Engine/Rescue-Hazmat #9 for the purposes of Articles XVII and XXXIV members must have the following:

- a. Hazardous Materials Technician Certification issued by the Waterbury Fire Department;
- b. Medical Response Certification issued by the State of Connecticut; and
- c. Completed "in-service" training classes and certification by their respective officers on sheets provided by the department as follows:

- Vehicle Rescue
- Use of Life Safety Rope
- Cold Water Rescue
- Confined Space Rescue
- Trench Rescue
- Rope I & II - Encompassing High Angle and Slope
- Iris/Thermal Imager

193d.-193g. No Such Provision

193h. **Section 2** Special Leaves for this Company (see Article IX).

- A. Trained fire fighters can swap with trained fire fighters.
- B. Trained officers with other trained officers or trained acting officers.
- C. Trained fire fighters can ONLY swap with untrained fire fighters as long as the swap does not bring the company strength of trained personnel below the minimum of five (5).
- D. If trained fire fighter swaps with untrained fire fighter, the untrained fire fighter becomes the "traveler" if staffing levels require travel from that company.
- E. Officers or Acting Officers when in the acting capacity, can only "swap" with other "trained" officers or Acting Officers assigned to this company.

193i. **Section 3** Overtime for this Company (see Article XVIII)

- A. Overtime opportunities for fire fighters in this Company shall be scheduled as per the most recent Memorandum of Understanding (Fire Fighters/Officers Overtime Guidelines), between the parties.
- B. If an officer's opportunity occurs in this Company, then it shall be filled first by a trained officer assigned to this company in the following manner:
 - 1. First overtime opportunity on a tour will be offered to the officer on a complementing shift of this Company.
 - 2. The second and third opportunity for overtime for officers from this Company on that tour will be offered to the opposite shift officers from this Company in the alphabetical order of the shifts.

Examples:

a. D shift requires officer

First opportunity - B shift

Second - C shift

Third - A shift

b. C shift requires officer

First opportunity - A shift

Second - B shift

Third - D shift

3. Or, if there is no trained officer available, then by a trained Acting Officer assigned to this company, in the following manner:

a. First overtime opportunity on a tour will be offered to the Acting Officer on a complementing shift of this Company.

b. The second and third opportunity for overtime for Officers from this Company on that tour will be offered to the opposite shift Acting Officers from this Company in the alphabetical order of the shifts.

Examples:

a. D shift requires officer

First opportunity - B shift

Second - C shift

Third - A shift

b. C shift requires officer

First opportunity - A shift

Second - B shift

Third - D shift

C. Officers from this Company will be placed on the officers city-wide overtime list for their respective shifts. Any overtime opportunity assigned to these officers in this Company will be charged against their turn on the list.

193j. No Such Provision

193k. No Such Provision

ARTICLE XVII (D)

BUREAU OF AUTO REPAIR

193l. **Section 1** The Bureau of Automotive Repair consists of one (1) Master Mechanic and one (1) Fire Equipment Mechanic and two (2) Blue Collar mechanics. When the Master Mechanic determines that additional help is needed or that an absent Fire Equipment Mechanic must be replaced, a qualified Fire Equipment Mechanic shall be called in. A list of qualified members of the Fire Department for overtime in the Bureau of Automotive Repair as fire mechanics shall be established by the Fire Department.

When the Master Mechanic or Acting Master Mechanic determines that additional help is needed or that an absent Blue Collar mechanic must be replaced, a qualified Blue Collar mechanic shall be called in.

Provisions of Article XVIII notwithstanding, bargaining unit members (L1339) not assigned to the Bureau of Automotive Repair, who work overtime in the Bureau, shall be paid their normal hourly rate, computed in accordance with Article XVIII, not to exceed a Step D fire fighter's hourly rate, for a minimum of four hours or the actual hours worked, whichever is greater.

- 193m. **Section 2** Whenever the Master Mechanic is off duty, the senior Fire Equipment Mechanic on duty shall act as the Master Mechanic. For the purposes of this agreement "senior Fire Equipment Mechanic" shall mean the mechanic that has held the position of Fire Equipment Mechanic the longest. He shall be paid his regular Article XXVI wages plus the difference between his Article XXVI wages and that of the Master Mechanic's Article XXVI wages. Said difference shall not be considered for the purposes of Article XXXIII, Pension.
- 193n. **Section 3** Whenever a Fire Equipment Mechanic is required to perform the duties of the Master Mechanic on an overtime basis, then he shall be paid pursuant to Article XVIII based on the hourly Master Mechanic's rate for each hour of overtime work that the said Fire Equipment Mechanic performs the duties of the said Master Mechanic.
- 193o. **Section 4** The intent of the above Sections 2 and 3, of this Article is to allow the duties of the Master Mechanic to be performed by a Fire Equipment Mechanic on an interim basis, in the event of the absence of the Master Mechanic. Nothing herein relieves the City of the obligation prescribed in Article XXIX (Eligibility Lists and Promotion).
- 193p. In no event shall a Blue Collar Mechanic be allowed to act as the Master Mechanic.
- 193q. **Section 5** At the first occurrence of a Blue Collar Mechanic leaving his/her position for any reason other than voluntary transfer, the following shall occur:
- 193r. A. The City (including the Chief) and the representatives of both the Waterbury Fire Fighters Association and the Blue Collar Union shall commence negotiations regarding this vacancy;
- 193s. B. The purpose of these negotiations will be to determine if qualified candidates exist in the Fire Union, willing to test for and take the job of Fire Equipment Mechanic and/or to determine if Blue Collar vacancy is to be filled;
1. If such candidate(s) exist, every effort shall be made to test for, certify and appoint a Fire Equipment Mechanic as per Civil Service rules and Article XXIX.
- 193t. C. The purpose of the above is to attempt to return to the staffing level of one (1) Master Mechanic and two (2) Fire Equipment Mechanics in addition to a minimum of one Blue Collar mechanic.

ARTICLE XVII (E)
BUREAU OF INSTRUCTION AND TRAINING

- 193u. **Section 1** The Bureau of Instruction and Training shall consist of one (1) Director of Training and two (2) Fire Department Officers at the rank of lieutenant and/or captain.
- 193v. **Section 2** Whenever the Director of Training is not in full-duty or light duty status, for twenty-three consecutive work days, the highest ranking permanently assigned member of the Bureau of Instruction and Training on duty shall act as the Director of Training. For the purposes of this agreement "highest ranking" shall mean the member with the highest rank (Captain), or in their absence the Lieutenant with the highest rank seniority. The Acting Director of Training shall be paid their regular Article XXVI wages plus the difference between his Article XXVI wages and that of the Director of Training's Article XXVI wages. Said difference shall not be considered for the purposes of Article XXXIII (Pension).
- 193w. **Section 3** Whenever a member is required to perform the duties of the Director of Training on an overtime basis (as per Section 2), then he shall be paid pursuant to Article XVIII based on the regular hourly Director of Training's rate.
- 193x. **Section 4** The intent of the above Sections 2 and 3 of this Article is to allow the duties of the Director of Training to be performed by an Acting Director of Training on an interim basis, in the event of the long-term absence of the Director of Training. Nothing herein relieves the City of the obligation prescribed in Article XXIX (Eligibility Lists and Promotions).
- 193y. **Section 5** The work week for members in the Bureau of Instruction and Training may be modified by the Director of Training with the approval of the Chief or his designee. Any modifications to the workweek shall still result in a "40 hour" week.

ARTICLE XVIII OVERTIME

194. **Section 1** In the event it is necessary to schedule employees for overtime work to maintain minimum staffing strength, such overtime shall be scheduled as follows:
195. **Section 1a** Overtime shall be worked for the rank or classification, i.e., fire fighter or officer, held by the man last reporting off-duty, which brings the fire company below minimum strength;
196. **Section 1b** Overtime among fire fighters shall be scheduled on a city-wide basis as per the most recent Memorandum of Understanding (Fire Fighters/Officers Overtime Guidelines), between the parties;
197. **Section 1c** Overtime among officers shall be scheduled in rotation among all line officers, regardless of rank, City-wide, as per the Most Recent Memorandum of Understanding (Officer's Overtime Guidelines). Overtime among chief officers shall be scheduled as per most recent Memorandum of Understanding (Chief Officers' Overtime Guidelines);
198. **Section 1d** Acting officers shall be assigned the place on the overtime rotation list held by the officer being replaced by the Acting Officer, provided that the officer being replaced is not on duty, (see Officers Overtime Guidelines);
199. **Section 1e** Such acting officers shall be offered overtime as an officer in proper rotation only in the fire company in which he is serving as an Acting Officer. He shall

also however, be offered overtime as a fire fighter in the proper rotation on the Fire Fighter List;

200. **Section 1f** If the last man reporting off-duty, which brings the fire company below minimum strength is an Acting Officer, overtime shall be assigned from the officer list;

201.-205. No Such Provision

206. **Section 2** Employees shall be paid at their regular rate of pay for all hours worked unless otherwise required by the FLSA modified as follows: employees shall be paid an overtime rate of one and one-half (1½) times their regular rate of pay for all hours worked in excess of (a) 164 hours during a twenty-four (24) day work period (i.e. 2 consecutive 12-day cycles) in the case of employees working a 42-hour week, and (b) 186 hours during a twenty-eight (28) day work period (i.e. 4 consecutive 7-day weeks) in the case of employees working a 40-hour week. In the case of two employees agreeing to work in each others' place, the term "hours worked" shall be interpreted and applied as if they had worked their regularly scheduled shift and had not replaced the other employee.

207. **Section 3** If an employee is called back for work for a period which is less than a full tour of duty, he shall be paid a minimum of four (4) hours at his regular rate of pay or the actual number of hours worked at the appropriate rate of pay under Section 2 above, whichever amount is greater.

208. **Section 4** In the event it is necessary to schedule employees for overtime work to maintain minimum staffing in the E.R.C., such overtime shall be scheduled in accordance with the most recent set of guidelines between the City of Waterbury and the Waterbury Fire Fighters Association for Overtime in the E.R.C.

209. **Section 5** Whenever it is necessary for the senior Fire Fighter/Dispatcher permanently assigned to the E.R.C. to work in the E.R.C., as a Dispatcher/Supervisor, on an overtime basis, he shall be paid an overtime rate based on the regular hourly rate of a Dispatcher/Supervisor for each hour of overtime worked, as prescribed in Section 2 above.

210. **Section 6** Whenever the Chief, Assistant Chief, Deputy Chief or Battalion Chief acting as Deputy Chief determines that there is a need to call back employees for overtime (e.g., to man spare apparatus, staffing, etc.), then:

211. 1. The E.R.C. shall be notified of such determination;

212. 2. The E.R.C. shall call an officer, fire fighter or both, from the off-duty shift Recall List. (e.g., A Shift on duty-call B shift, B Shift on duty-call C shift, C Shift on duty-call D shift, D Shift on duty-call A shift);

213. 3. The E.R.C. shall keep records of who was called and rotate the recall personnel when possible;

214. 4. If it is determined that another Deputy Chief is to be called in, then the off duty Deputy Chief shall be called in. (see example in #2 above);

215. 5. If an employee who has not been assigned by the E.R.C. is used where a call back employee would have been used, then that employee will have that counted as his next turn on the appropriate regular overtime list, (incident during the day shift-counted against day list, incident during the night shift-counted against the night list).

216. Within two (2) months of the signing of this Agreement the Chief shall submit to the Director of Communications a Recall List for each shift. This list shall be updated annually.
- 216a. **Section 7** For overtime procedures for the Engine/Rescue-HazMat Company. see Article XVIII.
- 216b. **Section 8** In no case shall a member be allowed to work overtime on a shift to which he/she is assigned. These provisions apply to both 40 hour and 42 hour personnel.

ARTICLE XIX ACTING OFFICERS

217. **Section 1** Whenever a fire fighter is required to work in a higher classification, such fire fighter for each day of such service thereafter shall receive the pay rate of a Fire Lieutenant. For purposes of this Article XIX, the "higher classification" in which "a Fire Fighter is required to work" is the Fire Lieutenant or Fire Captain rank - classification.
218. **Section 1a** If the fire fighter is required to work as an Acting Officer on an overtime basis, then said fire fighter shall be paid pursuant to Article XVIII based on the regular hourly rate of a Fire Lieutenant.
219. **Section 2** Each company shall have a designated Acting Officer for each shift.
220. The employee in each company and each shift who is the currently designated Acting Officer shall remain as such designee. Should any shift or company not have a designated Acting Officer prior to the effective date of this Agreement, then the qualified employee with the greatest amount of departmental seniority shall be offered such designation as Acting Officer. If this employee refuses, then the officer in charge of the shift shall offer such designation to each other qualified employee in descending order of seniority.
221. If such designated Acting Officer should leave that position for any reason, his successor shall be immediately selected by offering the position to the qualified employee with the most departmental seniority on that shift in that company. Should this employee refuse such assignment, it shall then be offered to each other qualified employee on that shift in that company in descending order of seniority.
222. **Section 2a** For the purposes of this Article "qualified employee" shall mean a Step D fire fighter with a minimum of four (4) years service with the Waterbury Fire Department.
223. **Section 3** A list of Acting Officers shall be maintained by the Chief's Office. Such list shall be kept current at all times.
- 223a. **Section 4** Whenever, in accordance with the provisions of Article XVII, a Captain or a Battalion Chief acts as an Acting Chief Officer (in the next higher rank), that employee shall receive the daily rate wage prescribed in Article XXVI for the higher rank for each working shift tour that he acts as such Acting Chief Office.
- 223b. **Section 5** Any wage differential received by an Acting Officer or Acting Chief Officer, in connection with a vacancy, per the provisions of Article XVII, shall not be

included in that employee's pension entitlement per the provisions of Article XXXIII hereof.

- 223c. **Section 6** In the event of the "long-term" absence of a Deputy Chief or Battalion Chief on a shift, or a Captain on a fire fighting company, the Chief shall exercise the following procedures. For the purposes of this Section, "long-term absence" is defined as the absence of the member for more than fifteen (15) consecutive workdays because of the provisions of Articles X, XI, XII, XIII, XIII(A), XIII(B), or XIX. Any vacancy of duration less than fifteen (15) consecutive working days shall be filled in accordance with Articles XVII and XVIII.

1. Deputy Chief Long-Term Absence

- a. The senior Battalion Chief (rank seniority) assigned to the absent deputy's shift shall become the Acting Deputy Chief on that shift for the duration of the absence.
- b. Said Acting Deputy Chief shall receive all rights and benefits associated with the absent Deputy's position, including but not limited to working overtime as a deputy and special leave provisions of a deputy.
- c. Said Acting Deputy Chief shall maintain any vacation selections made prior to his becoming an Acting Deputy Chief.
- d. Whenever a Battalion Chief is assigned as an Acting Deputy Chief, per the provisions of this section, he shall receive the weekly wage prescribed in Article XXVI for the Deputy Chief rank for the duration of his assignment as said Acting Deputy Chief. This differential shall not be included in his pension entitlement per the provisions of Article XXXIII hereof.

2. Battalion Chief Long-Term Absence

- a. The senior Captain (rank seniority) assigned to the absent battalion chief's shift shall become the Acting Battalion Chief on that shift for the duration of the absence.
- b. Said Acting Battalion Chief shall receive all rights and benefits associated with the absent Battalion Chief's position, except working overtime as a deputy chief.
- c. Said Acting Battalion Chief shall maintain any vacation selections made prior to his becoming an Acting Battalion Chief.
- d. Whenever a Captain is assigned as an Acting Battalion Chief, per the provisions of this section, he shall receive the weekly wage prescribed in Article XXVI for the Battalion Chief rank for the duration of his assignment as said Acting Battalion Chief. This differential shall not be included in his pension entitlement per the provisions of Article XXXIII hereof.

3. Captain Long-Term Absence

- a. The senior Lieutenant (rank seniority) on the absent Captain's company shall become the Acting Captain for the duration of the absence.
- b. Said Acting Captain shall maintain his original assignment.

- c. Said Acting Captain shall maintain his own place on the officers overtime rotation and shall work overtime at a Lieutenant's wage scale.
 - d. Whenever a Lieutenant is assigned as an Acting Captain, per the provisions of this section, he shall receive the weekly wage prescribed in Article XXVI for the Captain rank for the duration of his assignment as said Acting Captain. This differential shall not be included in his pension entitlement per the provisions of Article XXXIII hereof.
 - 4. Whenever a long-term vacancy is filled by an Acting Officer as outlined above, the Acting Officers position will be considered to a long-term vacancy as of date their assignment as an Acting Officer and shall be filled as per 1-3 above.
- 223d. **Section 7** Nothing herein relieves the City of the obligation prescribed in Article XXIX (Eligibility Lists and Promotions).

ARTICLE XIX (A)
POSITION-CLASSIFICATIONS ABOVE DEPUTY CHIEF

224. **Section 1** No bargaining unit member shall act as or perform the duties of the Fire Chief, Assistant Fire Chief or any position-classification above the rank, pay, or classification of Deputy Chief for any reason. No employee in the position or acting position of Fire Chief, Assistant Fire Chief or any position-classification above the rank, pay, or classification of Deputy Chief shall be allowed to take a voluntary demotion, or be demoted, into a bargaining unit position.

ARTICLE XX
UNIFORM AND PROTECTIVE CLOTHING

225. **Section 1** Each employee who is employed on March 1 of any fiscal year will receive a uniform allowance of \$400 if he is required to wear a dress uniform as part of his regular duties, (Battalion and Deputy Chiefs shall receive \$420); if an employee is not required to wear his dress uniform each work day as a regular part of his regular duties, then he shall receive a uniform allowance of \$265. The uniform allowance prescribed by this Section shall be paid on or about March 1st. of each fiscal year.
226. **Section 1a** The work uniform for line personnel shall consist of: Light blue work shirts with official departmental shoulder patch for line officers - sleeve length at member's choice; Navy blue work shirts with official departmental shoulder patch for line fire fighters - sleeve length at members choice; Navy blue work pants; Navy blue sweat shirt with department emblem; Navy blue tee shirt with department emblem. Note: Sweatshirts and/or tee shirts may be worn as outer-wear between 2200 hrs. and 0700 hrs. All work uniforms shall conform to NFPA Standard 1975.
227. **Section 1b** The City shall issue each year: two (2) pants, two (2) long-sleeve shirts, and two (2) short-sleeve shirts.

228. **Section 1c** The City agrees that all yearly issues shall be distributed by December 31, of each calendar year.
229. **Section 2** The parties agree that for the purposes of Sections 1a, 1b and hereof, fire fighting duty employees, who are assigned to an average 42 hour per week work schedule (see Article XXV, Section 1), will not be required to wear their dress uniforms to and from their duty stations.
230. **Section 2a** All employees will be required to have a "dress uniform" six (6) months after completion of their probationary period.
231. **Section 3** The City shall provide each employee in the bargaining unit with his own protective clothing of good quality and condition. Such clothing shall consist of: Helmet with eye-shield - meeting NFPA 1972; Boots ~~(two pairs)~~ one pair compatible with Bunker Pants. All boots issued and worn shall meet NFPA 1974; Bunker Pants (one pair, with suspenders)-meeting NFPA 1971.; Turnout Coat (one)-meeting NFPA 1971. Minimum 8 inch overlap; Gloves (two pairs/year)-meeting NFPA 1973 and containing a Goretex™ liner and compatible with Turnout Coat. (All Bunker Pants and Turnout Coat replacement issues shall be of a color other than black.) The City shall provide replacements on an as needed basis. If the employee opts to wear an approved leather type work boot, the employee shall purchase the first pair of such boots.
232. **Section 4** The City shall reimburse any employee for lost or damaged clothing and/or personal property, suffered in the performance of duty, except that there shall be no reimbursement for shirts, uniforms or other equipment which the City supplied and except that there shall be a \$100 limit on reimbursement of lost watches or jewelry. Such claim for loss must be supported with reasonable proof of the loss of the value of the property claimed to be lost. An employee making a claim under this Section shall sign a claim form which verifies his claim to which is appended the said proof of loss. The form with the attached proof shall then be submitted to the Chief's Office for processing by the Chief's Office to the appropriate City agencies.
- 232a. Upon approval of this agreement, the Union and the City shall begin negotiations about modifying this Article with the goal of achieving \$100,000 in savings per contract year. If no agreement is reached on or before January 1, 2002, the method of achieving such savings will be the elimination of the payment specified in Section 1 above.

ARTICLE XXI LONGEVITY

233-244 No Such Provision

ARTICLE XXII VACATIONS

245. **Section 1** In each fiscal year each permanent employee performing fire fighting duties who has or will have less than one (1) year of service on December 31, shall receive one (1) week of vacation leave with pay. Each such employee who has or will have completed one (1) year of service, but less than ten (10) years of service on December 31, of such fiscal year, shall receive two (2) weeks of vacation leave with

pay. Each such employee who has or will have completed ten (10) or more years of service on December 31, shall receive three (3) weeks vacation leave with pay. No employee shall be permitted to qualify in one calendar for two vacation periods as set forth above.

246. **Section 1a** Employees not engaged in fire fighting duties shall be granted time off with pay for vacations according to the following schedule:
247. Employees who have completed six (6) months of continuous service with the City and less than one (1) year, shall be entitled to one (1) calendar week of vacation within the second six (6) months of service;
248. Employees who have completed one (1) year, but less than ten (10) years of service shall be entitled to two (2) calendar weeks of vacation. However, no employee shall be entitled to three (3) calendar weeks of vacation in one (1) calendar year because of the application of this provision and the one immediately preceding;
249. Employees who have completed ten (10) years of service with the City shall be entitled to three (3) calendar weeks of vacation;
250. Employees not engaged in fire fighting duties who have completed eleven (11) years of service with the City shall be entitled to one (1) additional day of vacation, over the provisions of the paragraph immediately preceding this one for each completed year of service subsequent to the tenth (10th) year, until a maximum of four (4) weeks of vacation is attained.
251. **Section 1b** If an employee is absent because of a service connected injury and if because of the extended duration of absence due to that service connected injury, he has not taken all of his vacation entitlement (earned per the applicable provisions of either Section 1 or Section 1a hereof), during the fiscal year in question, then, the employee may, with the approval of the Chief, defer one week of that vacation entitlement to the following fiscal year provided that when the employee returns to duty he makes a request for the deferred vacation within fifteen (15) calendar days after returning to duty and further provided that the deferred vacation must be taken within three (3) months after returning to duty, excluding June, July and August.
252. **Section 1c** Employees shall not earn vacation credits during the period when they are on Leave of Absence Without Pay as provided in Article XIII.
253. **Section 2** For the purposes of this Article as it applies to employees performing fire fighting or employees assigned to the E.R.C., one week of vacation leave shall include 57¾ hours; two weeks of vacation leave shall include 115½ hours; three weeks of vacation leave shall include 172½ hours.
254. **Section 3** Employees may select and take their vacation leave throughout the fiscal year subject to the limitations hereinafter set forth in this Section and Article. In selecting vacation leave, no employee, who is entitled to more than two (2) weeks of vacation leave shall select such additional leave until every employee on his working shift in his fire fighting company shall have chosen his first two (2) weeks or less of vacation leave.
255. **For the purposes of this Article as it applies to employees performing fire fighting duties, vacation choice priority shall be as follows: Selections shall receive preference based on the number of consecutive work hours chosen - greatest**

number of hours given highest priority, least number of consecutive hours given the lowest.

~~256~~ 255-260. No Such Provision

261. Forty-two hour personnel may select and take vacation one or two days or one or two nights at a time, provided that no other employee has selected or selects that three (3) day or three (3) night shifts for his vacation selection. This selection shall have the least preference over all other vacation selections, except selections of less than one full shift, as hereinafter provided.
- 261a. Forty-two hour personnel with ~~vacation allowances that include fractional days~~ may schedule such vacation in increments of four (4) hours or more. Employees with ~~vacational~~ vacation allowances of less than four (4) hours remaining at the end of the calendar year shall have the option of being paid for such remaining allowance at their then current rate of pay, or carrying it over to the next calendar year.
262. The Chief of the Department may limit the number of employees who may be on vacation leave at any one time to one (1) on each working shift on each of the fire fighting companies. In the event there is a conflict among employees concerning the choice of vacation, preference shall be given on the basis of departmental seniority.
- 262a. Of the Chief Officers (Deputy Chiefs and Battalion Chiefs) assigned to shifts, only one may be on vacation at any one time, except with the prior approval of the Chief of Department. Should a dispute arise as to the selection of vacations by Chief Officers (both Deputy and Battalion Chiefs) departmental seniority shall prevail. However, should a dispute arise in the next year the Chief Officer whose selection in the preceding year was not granted will then have first choice and so on.
263. The Chief of the Department may limit the number of employees assigned to the E.R.C. who may be on vacation leave at any one time to one (1) on each of the combined complementing shifts. That is, one employee assigned to the E.R.C. from the A and C shifts may be on vacation at any one time and one from the B and D shifts may be on vacation at any one time. In the event there is a conflict among employees concerning the choice of vacation, preference shall be given on the basis of departmental seniority.
264. **Section 4** If vacation leave will be earned by any employee during any fiscal year, such vacation leave or parts thereof may be deferred and taken during the following fiscal year provided the employee submits a written request to the Chief for the deferral prior to May 1st of the fiscal year in which the vacation leave has been earned. If the Chief denies the said request, he shall give to the employee a written statement of the reasons for the denial. Such deferred vacation leave shall be taken with the limitation (understanding), that it shall not infringe upon any other scheduled vacation.
265. **Section 5** No more than one (1) employee may be off duty on vacation leave on any fire fighting company on each platoon or at the Emergency Reporting Center on each shift or among the Chief officers on each shift, during any vacation week which includes Thanksgiving Day, Thanksgiving night, Christmas Eve, Christmas Day, or Christmas night.
266. **Section 6** Each employee who is entitled to ~~three (3) weeks~~ 172.5 hours vacation leave with pay (as per the provisions of Section 1 hereof), shall select at least one ~~(1) of those weeks of vacation leave for a week~~ 57.75 hours between January 1 and June 30

of that vacation year in accordance with Section 3 hereof (this selection, if made, shall not be construed as a "first selection", per the provisions of Section 3 hereof), unless he is otherwise "released" from this requirement by other men in his company on his shift who satisfy the following examples: as follows:

Examples

~~267. (a) An employee, who is entitled to three (3) weeks vacation, takes his three (3) weeks vacation prior to June 30th of that vacation year. This action releases from this January 1 through June 30 vacation requirement two (2) weeks for two other three (3) week men (one week for each), in his company on his shift;~~

267. 172.5 hour personnel (3 week personnel) shall be released hour for hour by selections of less than 172.5 hour personnel (1 and 2 week personnel) and/or by 172.5 hour personnel (3 week personnel) who have already been released or have met the requirements of this section and who choose additional hours in this time period.

~~268. (b) A "three week man" takes two (2) weeks of vacation prior to June 30th of that vacation year. This action releases one (1) week for one other "three week man" in his company on his shift;~~
~~269. (c) An employee with two (2) weeks entitlement takes one (1) or two (2) weeks of vacation entitlement before June 30th of that vacation year. This action releases one (1) or two (2) of the "three week" men in his company in his shift from the requirement of taking one of his weeks of three (3) weeks vacation entitlement during the period January 1 through June 30th of that vacation year;~~
~~270. (c1) An employee with two (2) weeks entitlement takes one (1) or two (2) days or one (1) or two (2) nights of vacation before June 30 of that vacation year, then this action releases a "three (3) week man" in his company on his shift from the requirement of taking whatever the two (2) week man has taken.~~

268-270. No Such Provision

271. (d) All vacation weeks which are "released" as per the provisions of Examples (a) or (b) or (c), or (c1) hereof shall remain in the shift and company in which the release occurred. Exception: should an employee be released from the requirement of this Section 6 and then be transferred to another company subsequent to June 30th of that same year, such employee shall continue to be released on the shift and company to which he has been transferred.

272. **Section 6a** The release provisions above shall be by Department Seniority and such release opportunities shall accumulate with the most senior employee (who has not taken or been released from his early vacation requirement), on a given company and shift until he accumulates or utilizes ~~three (3) consecutive day shifts and three (3) consecutive, but not necessarily the next consecutive, night shifts~~ 57.75 hours, at which time the next release opportunity would go to the next most senior employee in that company on that shift.
273. No Such Provision.
274. **Section 8** Three consecutive day shifts or three consecutive night shifts of vacation entitlement that begin in a calendar year shall be considered to end in that calendar year, regardless of the date that said vacation entitlement actually ends.
275. **Section 9** Employees wishing to guarantee their vacation selections taken subsequent to June 30 of a calendar year, shall select such vacation on a company and shift basis, if applicable, or by Bureau, per the provisions of this Article.
276. A. Such guaranteed selections shall be submitted to the Chief's office on June 1 of each calendar year;
277. B. No employee may consider his selection "guaranteed" until such selection is recorded on the "Guaranteed Vacation Schedule", issued by the Chief's office to each company and shift or Bureau;
278. C. Such "Guaranteed Vacation Schedule" shall be issued by the Chief's office no later than June 9, of each calendar year;
279. 1. Failure of the Chief's office to issue such list by the aforementioned date shall have the same effect as accepting and approving the vacation schedule as submitted.
280. **Section 9a** If an employee is promoted, or involuntarily transferred, he shall be entitled to his "guaranteed vacation" (as per Section 9 above), and Section 5 will not apply to this Section 9a. The intent is to allow two (2) people off at the same time in the same company if both have guaranteed vacations.
281. A. If an employee is unable to take his guaranteed vacation because of a shift change, he shall be allowed to adjust his remaining vacation, e.g., an employee on the "B" shift has a guaranteed vacation of August 2, 3, 4,-days and August 8, 9, 10,-nights. He is transferred to the "C" shift. He may adjust his vacation to either July 30, 31, Aug 1-nights or August 11, 12, 13,-nights and August 5, 6, 7, -days OR any other available vacation selection in his new company and shift.
282. **Section 10** Guaranteed or otherwise selected vacations in companies may be canceled throughout the year provided: the employee canceling said vacation does so in writing and submits his replacement vacation selection which does not conflict with other vacation selections in his company on his shift; Such cancellations and substitute selections shall be recorded by the company officer on duty and the staffing officer shall be notified of the change.
283. **Section 11** Whenever the Mayor of the City of Waterbury declares a State of Emergency for the City, the Chief of the Department may, with notification to the affected employee, defer the employee's scheduled vacation falling within such State of

Emergency. If the affected employee incurs any loss, the City and the Union shall meet and negotiate a reasonable settlement for such loss.

ARTICLE XXIII HOLIDAYS

284. **Section 1** The following days are designated as holidays and shall be paid for in one payment in November or December of each calendar year at the rate of eight (8) hours of regular pay per holiday in accordance with the provisions of this Article:
285. New Year's Day Independence Day
Martin L. King Day Labor Day
Lincoln's Birthday Columbus Day
Washington's Birthday Veterans' Day
Good Friday Thanksgiving Day
Easter Christmas
Memorial Day
286. In connection with employees engaged in fire fighting duties or assigned to the E.R.C. and for the purposes of this Section, the holiday shall be the exact statutory date thereof.
287. The provisions of Section 1-4 of the General Statutes to the contrary notwithstanding, the date of the following holidays for employees engaged in fire fighting duties or assigned to the E.R.C. for the purposes of this Section shall always be the following dates and shifts: New Year's Day shall begin on the night shift of December 31 of one year and end at the close of the day shift on January 1 of the following year. Lincoln's Day shall always be February 12, Independence Day shall always be July 4th, and Christmas shall always begin on the night shift of December 24th and end at the close of the day shift on December 25th. To be eligible for holiday pay, the employee must be in pay status for his last scheduled work day prior to the holiday and his first scheduled work day subsequent to the holiday and he must be in pay status on the holiday if he is scheduled to work on that day.
288. **Section 1a** For the purposes of this Article, the phrase "appropriate hourly rate" shall mean either the hourly rate prescribed by Article XXVI hereof or Article XIX hereof, or the Bureau of Fire Prevention Article, or the Emergency Reporting Center Article.
289. **Section 2** A holiday falling within an employee's vacation period shall be charged as a day of vacation leave, and the holiday shall be paid for, as per the provisions of Section 1 hereof.
290. No Such Provision
291. **Section 3a** In the event that an employee should work his regularly assigned shift on a holiday (as defined in Section 1 hereof), and if such employee also works overtime on that holiday, then that employee shall be paid for said overtime work at the rate of one and one-half (1½) times his regular hourly rate for the number of overtime hours that he works on said holiday.
292. **Section 3b** In the event an employee is required to work on his day off, which is a holiday, he shall be paid for the hours worked (but not less than 9-1/2 hours for a 42-

hour employee, and not less than 8 hours for a 40-hour employee) at the rate of one and one-half (1½) times his regular hourly rate.

293. No Such Provision

294. **Section 5** When a holiday falls on a Saturday or Sunday, those employees who are on a permanent Monday through Friday schedule shall be eligible for holiday pay, as per Section 1 hereof, for that Friday or Monday if the employee does not work on that Friday or Monday because the Chief grants the employee the day off because the Mayor closes down other City operations on that Friday or Monday, before or after the holiday, so as to affect the majority of the City employees regularly working a Monday through Friday schedule. However, if the Chief directs the employee to work, and the employee does so work, on that Friday or Monday or that Saturday or Sunday, then the employee shall be paid in accordance with the provisions of this Article XXIII.

ARTICLE XXIV FIRE WATCH DUTY

295. **Section 1** Whenever any person or organization is required to or shall seek the services of the Fire Department for Fire Watch Duty, such work shall be performed under the direction of the Fire Marshal and it shall be performed by employees in the bargaining unit. Such work shall be paid for by the person or organization who is required to or does seek such services. Company strength shall not be reduced to provide Fire Watch Duty regardless of whether any person or organization is required or does seek such services of the Fire Department.

296. No Such Provision.

297. **Section 2** The term "Fire Watch Duty" for the purpose of this Article shall mean duty designed to assist in fire prevention, fire safety code enforcement, crowd panic control and related duties.

298. **Section 3** All "Fire Watch Duty" assignments shall be made by the Fire Marshal or his designated representative, who must be an employee assigned to the Fire Marshal's Office.

299. **Section 4** Effective with the signing of this Agreement the rate of pay for Fire Watch Duty for a fire fighter or for an officer shall be one and one-half (1 1/2) times the same hourly rate as that which he receives for his regularly assigned duties multiplied by the number of hours worked, with a minimum of four (4) hours to be paid for each assignment at such rate.

300. **Section 4a** If Fire Watch Duty is performed on a legal holiday as provided for and defined in Article XXIII of this Agreement, the employee performing such Fire Watch Duty will be paid at two (2) times the same hourly rate as that which he receives for his regularly assigned duties multiplied by the number of hours worked, with a minimum of four (4) hours to be paid for each assignment at such rate.

301. **Section 5** Effective July 1, 1986, whenever three (3) or more fire fighters are assigned to a Fire Watch Duty job to work the same hours, a Fire Officer shall also be assigned.

302. **Section 5a** The employee shall receive payment for such extra duty assignment as provided for under Section 31-71 B of the Connecticut General Statutes.

- 302a. **Section 6** An employee who desires assignment to "Fire Watch Duty" work shall notify the Fire Marshal or his designated representative and in order to be considered must meet written Department requirements to be determined by the Fire Chief and Fire Marshal.
303. **Section 6a** Employees who indicate their availability for "Fire Watch Duty" work shall be offered assignments in rotation, without regard to rank. Refusal of such an assignment shall have the same effect on rotation as accepting an assignment. An employee must have been notified the day before a "Fire Watch Duty" assignment before it will affect his standing.
304. **Section 6b** Upon request of the Union, employees may donate their time voluntarily for specific charity organizations and occasions designated as hereinafter provided. This voluntary donation of the employee's time shall not affect his position on the "Fire Watch Duty" roster. The Union shall establish a committee to determine the charitable organization and designate the occasions which will not affect the "Fire Watch Duty" roster.
- 304a. **Section 7** In no case shall a member be allowed to work Fire Watch when the shift he/she is assigned to is on duty. This provision applies to both 40 hour and 42 hour personnel.

ARTICLE XXV WORK WEEK

305. **Section 1** The work week of all employees who perform fire fighting duties or employees assigned to the Emergency Reporting Center, shall be an average of forty-two (42) hours computed over a period of one (1) year. This workweek shall be based on a schedule consisting of day tours of duty of nine and one-half (9 1/2) hours each and of night tours of duty of fourteen and one-half (14 1/2) hours each. In the event the City determines that it can more efficiently or economically operate on a schedule other than that specified above, it shall meet, consult and negotiate with the Union with respect to the institution of such more efficient or less expensive schedule.
306. **Section 2** The work week for all employees not covered by Section 1 of this Article shall be forty (40) hours based on a five (5) day week. It shall be the policy of the City that the workweek provided for in this Section shall be based on a Monday through Friday schedule. The work schedule in effect as of June, 1980, for employees affected by this Section shall remain the same for the duration of this Agreement. (See XVIIA, Section 5, re the workweek of the Bureau of Fire Prevention.)

ARTICLE XXVI WAGES

307. **Section 1** On the second payday subsequent to the following dates, the following rates shall be effective:

	Position Classification	7/5/99	7/3/00	7/1/01 7/2/01	7/1/02	7/1/03 6/30/03
307a.	Fire Fighter P	\$707.08	\$707.08	\$724.76	\$742.88	\$761.45
307b.	Fire Fighter A	\$772.09	\$772.09	\$791.39	\$811.18	\$831.46
307c.	Fire Fighter B	\$803.38	\$803.38	\$823.46	\$844.05	\$865.15
307d.	Fire Fighter C	\$834.79	\$834.79	\$855.66	\$877.05	\$898.98
307e.	Fire Fighter D	\$878.87	\$878.87	\$900.84	\$923.36	\$946.45
307f.	Fire Lieutenant	\$966.72	\$966.72	\$990.89	\$1,015.66	\$1,041.05
307g.	Fire Captain	\$1,054.56	\$1,054.56	\$1,080.92	\$1,107.95	\$1,135.65
307h.	Battalion Chief	\$1,148.67	\$1,148.67	\$1,177.39	\$1,206.82	\$1,236.99
307i.	Deputy Chief	\$1,307.46	\$1,307.46	\$1,340.15	\$1,373.65	\$1,407.99
307j.	Fire Marshal	\$1,249.11	\$1,249.11	\$1,280.34	\$1,312.35	\$1,345.15
307k.	Assistant Fire Marshal	\$1,101.65	\$1,101.65	\$1,129.19	\$1,157.42	\$1,186.36
307l.	*Deputy Fire Marshal/ Deputy Assistant Marshal	\$1,010.65	\$1,010.65	\$1,035.92	\$1,061.81	\$1,088.36
307m.	*F/F/ Inspector/Deputy Marshal	\$922.83	\$922.83	\$945.90	\$969.55	\$993.79
307n.	F. D. Master Mechanic	\$1,249.11	\$1,249.11	\$1,280.34	\$1,312.35	\$1,345.15
307o.	Fire Equipment Mechanic	\$1,037.02	\$1,037.02	\$1,062.95	\$1,089.52	\$1,116.76
307p.	Director of Training	\$1,249.11	\$1,249.11	\$1,280.34	\$1,312.35	\$1,345.15
307q.	*Lieutenant Training Div.	\$1,010.65	\$1,010.65	\$1,035.92	\$1,061.81	\$1,088.36
307r.	*Captain Training Division	\$1,101.63	\$1,101.63	\$1,129.17	\$1,157.40	\$1,186.34
307s.	Director of Communications	\$1,249.11	\$1,249.11	\$1,280.34	\$1,312.35	\$1,345.15
307t.	**Dispatcher/Supervisor	\$1,010.65	\$1,010.65	\$1,035.92	\$1,061.81	\$1,088.36
307u.	**F/F Dispatcher	\$922.83	\$922.83	\$945.90	\$969.55	\$993.79

*Wages are if occupant of position has State of Connecticut Certification for said position; otherwise occupant of position shall receive his rank's wage.

**See ~~Bureau of Communication Article~~ Emergency Reporting Center.

308. **Section 2a** Probationary appointees as fire fighters shall receive the rate for Step P upon appointment and shall advance to Step A as of the January 1st., or July 1st., on which they shall have completed a minimum of twelve (12) months duty. They shall advance to successive rate steps each twelve months after receiving rate Step A.
309. **Section 2b** All present fire fighters shall receive the rates shown in this Article for the rate step they have attained or they will have attained as of the effective dates per said Sections. If they have not attained rate Step D as of that date, they shall advance to the successive rate steps on the anniversary dates of their last step advancement.
- 309a. **Section 3** As soon as practicable after approval of this Agreement, each bargaining unit employee shall receive a pre-tax lump sum payment of \$4,000.00. This payment shall not be included in the employee's base rate and will not be included for purposes of pension calculations or contributions.
- 309b. **Section 4** On or about July 1, 2002, each bargaining unit employee shall receive a pre-tax lump sum payment of \$750.00. This payment shall not be included in the employee's base rate and will not be included for purposes of pension calculations or contributions.
- 309c. **Section 5** On or about July 1, 2003, each bargaining unit employee shall receive a pre-tax lump sum payment of \$750.00. This payment shall not be included in the employee's base rate and will not be included for purposes of pension calculations or contributions.

ARTICLE XXVII

SPECIAL ASSIGNMENT

310. **Section 1** Employees assigned by the Fire Chief to the following special assignments shall be paid as hereinafter noted. These special assignments are:
- 310a. (a) Employees assigned as Regular Fire Driver - the amount noted hereafter, annually, in addition to his salary as a fire fighter;
- 310b. (b) Employees assigned as Fire Department Mechanics or Master Mechanic shall receive the amount noted in the schedule hereinafter set forth, annually, in recognition of their stand-by responsibilities and the amount shall be divided equally among the employees assigned to these positions;
- 310c. (c) Employees assigned to the Fire Department Arson Squad shall receive the amount noted in the schedule hereinafter set forth, annually, in recognition of their stand-by responsibilities and the amount shall be divided equally among the employees assigned to these positions;
- 310d. (d) The employee, assigned as Supervisor of the Fire Department component of the Fire/Police Arson Squad, shall receive the amount noted hereafter, in addition to his pay as an employee assigned to the Arson Squad;
- 310e. (e) The officer in charge each day tour of Engine No. 4 or, in his absence, his designee, shall receive the amount noted in the schedules hereafter set forth in consideration of his obligation to perform the "work" and assignment formerly performed by the stock room clerk. This payment will be made on the basis of a five (5) day, Monday through Friday work week and only that officer on the

day tour on a Monday through Friday basis shall receive payment for the "work" performed per the provisions hereof;

- 310f. (f) The officer in charge, or his designee, of both the day and night tours at Engine # 2 who performs the staffing assignment functions and tasks, including notification of the employees as to the "tramping" which employees must perform on a particular tour and including the administration of the officers' overtime list per Article XVIII, Section 1 (c), shall receive the amount on the schedules as hereinafter set forth;
- 310g. (g) The fire fighter in charge, or his designee, of both the day and night tours at Engine # 2 who performs the City-Wide Overtime assignment functions and tasks, shall receive the amount noted on the schedules as hereinafter set forth;
- 310h. (h) The employee in the Fire Marshal's Office who assigns the Fire Watch assignment;
- 310h1. (i) Members assigned to the Bureau of Instruction and Training who perform scene Safety Officer duties.
311. The effective dates of payment and the rates for payment for these special assignments set forth in the preceding paragraphs shall be as follows:

	Special Assignment	7-5-99	7-3-00	7/1/01	7-1-02	7-1-03
311a.	Regular Fire Driver	\$1,960.70	\$1,960.70	\$2,009.72	\$2,059.96	\$2,111.46
311b.	Employees assigned as Master Mechanic or Fire Equipment Mechanic	\$1,971.41	\$1,971.41	\$2,020.70	\$2,071.21	\$2,122.99
311c.	Employees assigned to Arson Squad	\$1,971.41	\$1,971.41	\$2,020.70	\$2,071.21	\$2,122.99
311d.	Supervisor of Arson Squad (weekly)	\$12.50	\$12.50	\$12.81	\$13.13	\$13.46
311e.	Employee who assigns Fire Watch Duty (per week)	\$12.50	\$12.50	\$12.81	\$13.13	\$13.46
311f.	Day Tour Officer or Designee at Engine 4 (per day)	\$10.89	\$10.89	\$11.16	\$11.44	\$11.73
311g.	Staffing Office or Designee at Engine 2 (per shift)	\$10.89	\$10.89	\$11.16	\$11.44	\$11.73
311h.	Fire Fighter in charge of City-Wide Overtime (per shift)	\$10.89	\$10.89	\$11.16	\$11.44	\$11.73
311i.	Scene Safety Officer	\$1,971.41	\$1,971.41	\$2,020.70	\$2,071.21	\$2,122.99
311j.	Fire Driver not regularly assigned (per day shift)	\$8.56	\$8.56	\$8.77	\$8.99	\$9.22
311k.	Fire Driver not regularly assigned (per night shift)	\$13.04	\$13.04	\$13.37	\$13.70	\$14.04

312. **Section 2** Each fire fighter who is not regularly assigned as a Fire Driver shall receive special assignment pay per Section 1 for each tour of duty, or majority part thereof, during which he served as a Fire Driver.

ARTICLE XXVIII INSURANCE

313. **Section 1** As soon as practicable after approval of this agreement, the City shall provide the insurance program described below.
- 313a. **Section 1a** Each employee shall have the option to enroll in one of the following medical insurance plans:
- 313b. 1. The Century Preferred Managed Care Program with a \$10 co-pay for home and office visits with an unlimited maximum for in-network providers. Out-of-network cost shares include \$200/400/500 deductible for individual, two person, and family coverage with subsequent coinsurance of 20% on covered expenses of up to \$2000/4000/5000 respectively for individual, two person, and family coverage. The maximum "out-of-pocket" expense associated with the out-of-network cost share is \$600/1200/1500 for individual, two person, and family coverage respectively. If a non-network provider is used the employee or dependent may be subject to balance billing above and beyond the stated maximums. The program includes managed benefits with a \$200 inpatient hospital and 25% professional penalty imposed if guidelines are not followed. The lifetime maximum for the program is unlimited.
- 313c. 2. The BlueCare POS Plan with no co-pay for preventive office visits in-network, a \$5 co-pay for primary care office visits in network and a \$10 co-pay for specialist office visits in-network, and an unlimited maximum for in-network providers. Out-of-network cost shares include \$250/750 deductible for individual and two-person or family coverage, with subsequent coinsurance of 20% on covered expenses of up to \$6,250/18,750 respectively for individual and two-person or family coverage. The maximum out-of-pocket expense associated with out-of-network cost share is \$1,500/4,500 for individual and two-person or family coverage respectively. If a non-network provider is used the employee or dependent may be subject to balance billing above and beyond the stated maximums. Prior authorization is required for certain services. The lifetime maximum for in-network is unlimited and for out-of-network is \$1,000,000.
- 313d. 3. The BlueCare POE Plan, with services limited to network providers; out-of-network services are not permitted. Under the BlueCare POE Plan, there is no office visit co-pay for preventive care, a \$5 co-pay for primary care office visits and a \$10 co-pay for specialist office visits. Prior authorization is required for certain services. The lifetime maximum is unlimited.
- 313e. **Section 1b** Effective February 1, 2002, each employee shall pay the following portion of the premium or premium equivalent for the above medical insurance

programs for the coverage of the employee and the eligible dependents of the employee:

Century Preferred	20%
BlueCare POS	12.5%
BlueCare POE	5.0%

Employee premium cost sharing shall be by payroll deduction.

- 313f. **Section 1c** Employees who enroll in one of the medical insurance plans above shall have the option to enroll in the Anthem Public Sector Three-Tier Prescription Drug Plan with co-payments of \$5 for generic drugs, \$10 for listed brand name drugs, and \$15 for non-listed brand name drugs, and required generic substitution. Mail order co-payments for a 90-day supply of maintenance medications are \$10 for generic, \$20 for listed brand name, and \$30 for non-listed brand name. For non-participating pharmacies, the plan pays 80% of the Anthem allowance. The annual maximum benefit is \$1,000.00.
- 313g. **Section 1d** Effective February 1, 2002, each employee who is enrolled in the prescription plan shall pay 20% of the premium or premium equivalent, by payroll deduction.
- 313h. **Section 1e** Employees who enroll in one of the medical insurance plans above shall have the option to enroll in the Anthem Full-Service Dental Plan and Dental Rider A (dependent child rider).
- 313i. **Section 1f** Effective February 1, 2002, each employee who is enrolled in the dental plan shall pay 20% of the premium or premium equivalent, by payroll deduction.
- 313j. **Section 2** The City shall maintain a plan pursuant to Section 125 of the Internal Revenue Code, to allow pre-tax payment of premium cost shares to the extent permitted by law.
- 314-322 No Such Provision
323. **Section 3** The City shall provide, without charge to the employee, life insurance coverage in the face amount of his annual base salary (i.e., the applicable Article XXVI Wages stated in annualized terms), of the employee rounded up to the next \$1,000.00, with double indemnity for accidental death.
- 323a. **Section 3a** In addition to the life insurance prescribed by Section 3 hereof. If a sufficient number of employees expresses an interest in exercising the following option for additional life insurance (a sufficient number so that the life insurance may be purchased at group rates), then, subject to the approval of the insurance company from which the group of employees wishes to purchase this life insurance, the City will allow an employee to purchase, at the employee's cost, an additional amount of life insurance equal to the current amount of the current annual wages (that is, the Article XXVI Wage Rate on an annualized basis), at the group rate which the City is currently paying for life insurance. The maximum amount of life insurance which may be purchased under this program is \$75,000.00.
324. **Section 4** The City may elect to change insurance carrier(s)/administrator(s) for any of the benefits specified in this Article, provided the coverage is at least comparable to the coverage in effect immediately prior to the change. "Comparable" means same overall plan design, equivalent benefit levels as to each of the major

elements of the plan, and comparable value (balancing off pluses and minus) as to the remaining elements of the plan. The City agrees to give the Union reasonable notice prior to any change in carrier(s)/administrator(s).

In the event of a dispute over the interpretation or application of this section, the Union may, within thirty (30) days after being notified of a medical insurance change, request grievance arbitration without proceeding through the initial steps of the grievance procedure. The request for arbitration shall include a listing of the element or elements of the plan that the union claims are not "comparable" to the pre-existing plan.

Arbitration shall be conducted by a mutually acceptable arbitrator, or if none can be agreed upon within five (5) business days of the union's notice of arbitration, by the American Arbitration Association in accordance with its rules and procedures. The costs of arbitration shall be shared equally by the parties.

325. **Section 5** Any question concerning payment of benefits pertaining to any of the aforementioned provisions shall be determined by the insuring company in accordance with the provisions of such policies.
326. **Section 6** Should the Union notify the City that a sufficient number of employees are interested in purchasing additional insurance benefits from any of the present carriers of Health or Life Insurance and such purchase will result in no cost to the City, said City will deduct from the weekly wages and transmit to the proper carrier, the sum of money indicated on a City approved deduction form (provided by the Union), when the said form is signed by the employee and is presented to the City.

ARTICLE XXIX

ELIGIBILITY LISTS AND PROMOTIONS

327. **Section 1** Whenever any vacancy(s) occurs within any promotional position within the Fire Department as result of a termination, or as the result of a re-allocation or re-classification, or as the result of the creation of a new position, and an eligibility list (for the class to which such position is allocated), is in existence at the time of such termination, re-allocation, re-classification, or at the time such new position is created, the Fire Chief, no later than ten (10) days after the date of such vacancy, shall request the Personnel Director to certify the name of the person standing highest on such eligibility list, and within ten (10) days after such request is made, the Personnel Director shall so certify, and the Board of Fire Commissioners, no later than ten (10) days after the date on which such certification is made, shall appoint the person so certified, to fill such vacancy. If a vacancy occurs during the last ten (10) days of the term of an eligibility list, the Fire Chief shall immediately request certification of the name of the next individual on the appropriate eligibility list directly from the Personnel Director who shall immediately certify the name of such eligible individual. This request for certification shall be subject to the post-approval of the Mayor and of the Budget Director, which approvals are normally required. The intent of the two preceding sentences is to assure the promotion of the next highest standing individual on the eligibility list for the position in question, which eligibility list is in existence at the time the vacancy occurs. Whenever such vacancy in a promotional position occurs

and there is no appropriate eligibility list in existence, the Personnel Director, within ninety (90) days of the date of such vacancy, shall conduct a competitive examination, in accordance with the Civil Service provisions of the Charter, in order to establish an eligibility list from which such vacancy shall be filled. Within fifteen (15) days after such list is established, the Fire Chief shall request the Personnel Director to certify the name of the person standing highest on such eligibility list, and within fifteen (15) days after such request is made, the Personnel Director shall so certify, and the Board of Fire Commissioners, no later than fifteen (15) days after such certification is made, shall appoint such person to fill such vacancy.

ARTICLE XXX MISCELLANEOUS

328. **Section 1** No employee in the fire fighting force shall be assigned to perform any duty which is unrelated to fire fighting, fire prevention, or rescue work or to care and maintenance of fire fighting equipment and apparatus, or to the normal cleaning required to maintain the quarters and areas in which he is employed, in a clean and sanitary manner.
329. **Section 2** Upon his request, any employee has the right to inspect his service and medical records at any reasonable time.
330. **Section 3** Any employee will be considered relieved from duty when his replacement reports for duty, fit and ready for work, to the officer in charge of the company.
331. **Section 4** Between the period May 1 through September 30 inclusive, each employee shall have the option of wearing a short sleeved shirt, without tie or blouse, as part of his dress uniform. However, if a blouse is worn during this time period a tie must be worn. Nothing in this Section shall prevent the Fire Chief from prescribing the dress uniform to be worn at a special function or any event.
332. **Section 5** If during the term of this Agreement, the City wishes to change an assignment (occupied by an employee of a given rank), so that an employee of a different rank would be given this assignment or if the City wishes to so alter an assignment that the assignment would no longer be held by a bargaining unit member, the City may do so only after notification, consultation and negotiation (per the requirements of the Municipal Employee Relations Act), with the Union. If the City wishes to abolish an assignment, then it may do so only after notification, at least thirty (30) days prior to the date of the proposed abolition of the assignment and after consultation, within the said thirty (30) day period, with the Union.
333. **Section 6** The City and the Union have in their respective files a sketch-map, initialed by Fire Lt. Anthony Rainone and James Palmeto, President of the Waterbury City Employees Union, which map delineates a parking area contiguous to the Field Street Fire Station which has been set aside for parking for Fire Department employees assigned to Headquarters.
334. **Section 7** Any provision of the Charter of the City of Waterbury and/or Civil Service Rules and Regulations of the City of Waterbury, to the contrary notwithstanding, there shall be no residency requirements for any member of the

Waterbury Fire Department. Further, with respect to promotional examinations within the Waterbury Fire Department, the City shall place no prohibition or penalty upon any bargaining unit member because of his residency.

335. **Section 8** The City shall provide to the Union copies of any Administrative orders, memorandum, or communications that are sent from or through the Chief's Office to the Department or individual companies or Bureaus. This does not apply to correspondence sent to individuals, but does apply to copies of disciplinary actions.
- 335a. **Section 9** No employee shall engage in any ongoing activity of an emergency nature for another municipality (other than the City of Waterbury), which emergency work is known to have caused heart and hypertension problems as covered under the provisions of Sections 7-314a and 7-433c of the Connecticut General Statutes without the prior agreement of the appropriate officials of the two (2) municipalities involved; that is, the Fire Chief and Mayor of the City of Waterbury, and the Chief Executive Officer of the other municipality. Nothing in the agreement between the City of Waterbury and the other municipality or in this Section shall reduce the benefits to an employee while acting as an employee of the Waterbury Fire Department. The provisions of this Section shall not apply to any activity of the employee while in the employ of the City of Waterbury. The City shall provide forms for all new hires, which forms will indicate the employees' compliance with this provision. The provisions of this Section 9 shall not be construed to deprive any employee who is engaged in any ongoing activity of a volunteer emergency nature for another municipality, (which municipality, by vote of its legislative body, has adopted the provisions of Section 7-322b(b) of the General Statutes) from receiving the rights and benefits prescribed by Section 7-322b of the General Statutes.
- 335b. **Section 10** The parties agree that employees will continue to perform the day-to-day care of vehicles used by the Chief Officers.
- 335c. **Section 11** The parties further agree that all members shall be trained to use the SCBA refilling station and shall be responsible for the refilling of their SCBA on a day-to-day basis.

ARTICLE XXX (A) TRAINING

336. **Section 1** Whenever a need exists for the Department to require an employee to attend fire fighting schools, conferences, or other related training courses, the opportunity will be offered to all qualified employees. The Department will issue notice of such training activity and following such notice, each employee wishing to attend will indicate, in writing, to the Chief, his desire to participate in such activities. The Chief will then select and authorize the employee(s) to attend such activity, taking into account the employee's qualifications, seniority, and anticipated future service with the Department. Such selection will be subject to the Grievance Procedure beginning at Section 4 of Article V.
337. Employees so selected shall be granted sufficient time off with pay to attend such activity and the City will pay all necessary and reasonable expenses that arise out of such activity and shall, if necessary, provide substitutes to work the selected

employee's normal shift. If such training shall occur during the selected employee's time off, he shall be granted an equal amount of compensatory time off provided that such time off shall not be granted in such a way as to require payment of overtime to any other employee.

338. **Section 2** "42" hour personnel who are to receive training for one (1) week or more shall be assigned to a "40 hour" week starting at 0800 hours the Monday morning of the week training is to begin. A week of training shall mean a minimum of five (5) calendar days of training in one (1) calendar week (Monday through Sunday, inclusive).
- 338a. A. Such personnel who are scheduled to work the night shift on the Sunday before the Monday morning commencing the 40 hour assignment shall be placed off-duty with full pay that Sunday night shift.
- 338b. B. Personnel assigned to such training shall be granted off-duty status both the Saturday and Sunday following the last day (or night) of training, with no loss of pay.
- 338c. C. They shall not be re-assigned to their companies until 0800 the Monday after the training is completed.
- 338d. D. Personnel assigned to a 40 hour week for training shall be re-assigned back to the same assignment - that is the same company and same shift - which they held prior to being assigned to a 40 hour week. Such employees shall retain all rights and benefits as if they never had been assigned to a 40 hour week. These benefits shall include, but are not limited to, company seniority, driver position, Acting Lieutenant designation, vacation selections, and all overtime opportunities which he would have worked.
- 338e. E. 42 hour personnel assigned to training for one (1) calendar week or more will not be allowed to work overtime or swap for a period commencing with the night shift on the night before such training is to start and ending with the day shift on the last day of training (or the night shift if such training is scheduled on that night.)
- 338f. F. Personnel who had scheduled vacations(s) and canceled such vacation(s) because it fell during the time they are assigned to the 40 hour week shall be allowed to select a new vacation(s) in that year. If such selection(s) is not approved because of contractual provisions, then the employee will be allowed to defer their vacation(s) into the next year.
339. **Section 2a** For the purposes of training for 42 hour personnel for a period of less than one (1) week, the following will be in effect:
340. A. The Chief shall select one of the following options for any employee who is scheduled to work the shift immediately before the start of a training session, and notify the employee of the selection before the training is to start:
- 340a. 1. The shift immediately before off, with pay;
- 340b. 2. The shift immediately after off, with pay, provided he is scheduled to work such shift;
- 340c. 3. Pay for the hours of training in accordance with Article XVIII.
341. B. The Chief shall select one of the following options for any employee who is off for the shift immediately before the start of a training session, and notify the employee of the selection before the training is to start:

- 341a. 1. The shift immediately after off, with pay, provided he is scheduled to work such shift;
- 341b. 2. Pay for the hours of training in accordance with Article XVIII.
342. C. Any employee who is off for both the shift immediately before and immediately after the training session will be paid for the hours of training in accordance with Article XVIII.
343. D. Any employee who is scheduled to work the shift that is during the training session will be given that shift off.
344. E. Any employee who had scheduled vacation(s) and canceled such vacation(s) because it fell during a training session, shall be allowed to select a new vacation(s) in that year. If such selection is not approved because of contractual provisions, then an employee will not lose his vacation time and may be allowed to defer his vacation(s) into the next year, with the permission of the Chief.
345. **Section 2b** The Chief shall grant reasonable amount of time off to travel to and return from a training session.
346. **Section 2c** The Chief may prohibit all employees who are covered by this Section 2 from working overtime on the shift immediately prior to, during, and the shift immediately following such training.
347. **Section 2d** Any employee scheduled for training under this Section 2 shall not lose any overtime opportunities which he would have worked on the shift immediately prior to, during, and the shift immediately following such training.
348. **Section 2e** 40 hour personnel shall be covered under Section 1 of this Article, or Article XVIII, for the purpose of training.
349. **Section 2f** If an employee assigned to the Training Division attends schools to attain a State Certification for Instructor on his day off, he will be granted a compensatory day off for each day he attends such schools on his day off.
350. **Section 3** New hires shall be given adequate training before being assigned to a Fire Company. Such training shall consist of successful completion of the State of Connecticut Fire Fighter I certification and a minimum of one (1) week assignment to the Bureau of Instruction and Training.
- 350a. A. Any new hiree not completing the certification course will be assigned to the Bureau of Instruction and Training until such time as he can successfully complete the course.
- 350b. B. The City may terminate a new hiree who fails to complete the course the second time he is enrolled.
- 350c. C. In order that new hires may be given additional training and be properly evaluated:
- 350d. 1. New hires shall not be placed on their respective company's overtime list until three (3) months after being assigned to a fire company;
351. 2. New hires shall not be considered available for temporary assignment for three (3) months after they are assigned to a fire company;
- 351a. a. During this period, the second least senior fire fighter in that company on that shift supplying the staffing shall be assigned to said temporary assignment.

352. 3. For the first three (3) months after being assigned to a fire company new hirees will only be allowed to use the provisions of the Special Leave Article with other Probationary Fire Fighters. After this three (3) month period, this restriction will not be in force.
353. D. Except as provided for in Section 3 of this Article, new hirees shall retain all rights and benefits provided for under the collective bargaining agreement including, but not limited to, this Article and/or Article XVIII.
354. **Section 4** It shall be the policy that all training programs and training activities conducted on the outside of the fire stations by the Fire Department shall take place during the day tours of duty. If it becomes necessary to schedule training activities outside of the fire stations during the "night" shift, it shall be done only with the approval of the on-duty Deputy Chief. Night training shall be conducted under the direction of a Chief officer and shall in no event continue past 2200 hours.
355. **Section 5** Employees assigned to fire companies will not be required to perform training, company surveys or inspections outdoors, when the elements are of extreme conditions. Extreme conditions shall be determined by the Deputy Chief on duty and the Director of Training or his designee. They shall take into account, temperature, humidity, weather conditions, and the nature and duration of the training. Examples of when outside training activities would be canceled include but are not limited to, strenuous activity in PPE when the temperature-humidity index exceeds 85, heavy rain with high winds icy or slippery roads, wind chill factors below 10 degrees F, or any condition which would effect the safe travel of department vehicles.
- 355a. **Section 6** For training of personnel assigned to the Engine/Rescue-Hazmat Company, see Article XVII (C).
- 355b. **Section 7** Members may be temporarily transferred into the Bureau of Instruction and Training to assist in or deliver training because of their special or unique qualifications. This temporary transfer shall only be with the affected members' approval.
- 355c. a. Whenever members approve a temporary transfer into the Bureau of Instruction and Training, and they hold State Certification of Instructor I or higher, they shall be paid their normal weekly salary plus one-half (1/2) the difference between their rank and the next highest rank. Said difference shall not be considered for the purposes of Article XXXIII (Pension).
- 355d. b. The duration of said temporary transfer will be by mutual agreement of the Chief and the temporarily transferred member.
- 355e. c. At the end of the temporary transfer, the member shall be transferred back to the assignment they held before the temporary transfer.
- 355f. d. Any member approving a temporary transfer as outlined in this section shall retain all rights and benefits afforded in this agreement.
- 355g. e. No action shall be taken against any member because of his refusal to approve a temporary transfer into the Bureau of Instruction and Training.
- 355h. f. Nothing herein relieves the City of the obligation prescribed in Article XXIX (Eligibility Lists and Promotions).

- 355i. Section 8 Members wishing to attend training classes sponsored by the Commission on Fire Prevention and Control or Regional Fire Schools when not on-duty may request approval of the Chief (or his designee).
- 355j. a. Members shall make such request at least ten (10) days prior to the start of the class and include the announcement for the class.
- 355k. b. If the Chief (or his designee), approves attendance at the class, the member shall be covered by the City's Workers Compensation insurance and may utilize department issued Personal Protective Clothing.
- 355l. c. This section shall not be construed to mean that the member is entitled to any additional pay or compensation or use of department vehicles.

ARTICLE XXXI

PRESERVATION OF MANAGEMENT RIGHTS

356. Section 1 The City, including the Fire Chief, the Board of Fire Commissioners, the Mayor and the Civil Service Commission, retain all rights it and/or he and/or they had prior to the signing of this Agreement (including, but not limited to, the right of the Fire Chief to make assignments and transfers of an employee or employees to various fire fighting, fire prevention and other functions of the Fire Department), except as such rights are specifically relinquished or abridged in this Agreement.

ARTICLE XXXII

PRESERVATION OF EMPLOYEE RIGHTS

357. Section 1 All privileges, benefits and rights heretofore enjoyed by employees in this bargaining unit which are not specifically relinquished, provided for, or abridged in this Agreement are hereby protected by this Agreement.

ARTICLE XXXIII PENSIONS

358. Section 1 The retirement and survivor benefits in effect for employees of the Fire Department on December 31, 1971, (as per the provisions of Article XXXIII of the 1969 Agreement between the City and this Union and as per the provisions of Chapter 27 of the Charter of the City of Waterbury, 1967 Revision), shall remain in effect throughout the life of this Agreement except that such benefits shall be improved as follows:
359. (a) The provisions of this Article have been extended to non-members of the bargaining unit as per the provisions of, and per the limitations of, Article I, Section 4 hereof.
360. Section 2 Each employee shall have vesting rights in his pension benefits after ten (10) years of service regardless of the reason for termination of employment. See the provisions of Section 12, infra, for specific rules and limitations concerning the vested

- pension rights/benefits of a former employee who has less than twenty-five (25) years of service and rules concerning the non-participation of a spouse of an employee in the vested pension rights/benefits program prescribed by this Article.
361. **Section 3** As utilized in this Article XXXIII, the following terms shall be defined as follows:
362. (1) The term "employee" shall be defined per Article I, Section 1, including Article I, Section 4 of this Agreement;
363. (2) The term "spouse" shall be defined in accordance with the definition of "spouse" in Section 2745 of the Charter of the City of Waterbury;
364. (3) The term "deceased employee" shall mean, and refer to, an employee who died prior to his retirement, as per the provisions of this Article XXXIII and/or Chapter 27 of the said Charter;
365. (4) The term "deceased retiree" shall mean, and refer to, a former employee who, prior to his death, had been receiving retirement benefits in accordance with Article XXXIII of this Agreement and/or Chapter 27 of the Charter of the City of Waterbury;
- 365a. (5) The term "years of service" shall mean, and include, the employee's total number of years of employment, as a member of the Waterbury Fire Department, and as an employee of another Department of the City of Waterbury and the number of years of military service which were "purchased" by that employee per the provisions of Section 15 or 15a of Article XXXIII.
- 365a1. (6) The term "final average base pay" shall mean an employee's total base pay for the 104 weeks immediately preceding retirement, divided by two (2). "Base Pay" shall consist solely of (a) the employee's base salary as prescribed in Article XXVI hereof, plus (b) the Article XXIII Holiday payments, plus (c) if applicable to a given employee, the Article XXVII, Section 1a, Regular Fire Drivers pay.
366. **Section 4** Section 2745 of the Charter of the City of Waterbury is hereby amended, to the extent set forth in this Article XXXIII, to the extent that said Section 2745 of the Charter is applicable to members of this Fire Fighters bargaining unit as defined in Article I, Section 1 (including the provisions of Article I Section 4), of this Agreement;
367. **Section 5** A spouse of an employee shall be entitled to a "Spouse Pension" in the amount hereinafter set forth in Section 6 hereof, upon the death of the employee (or of a former employee who, as of the time of death, was a retiree): which death occurred under the circumstances and per the formula of said Section 2745 of the said Charter.
368. **Section 6** Anything in Section 2745 of the Charter of the City of Waterbury, to the contrary notwithstanding, a spouse of an employee shall receive the following "Spouse Pension" as of the following date: Effective July 1, 1986, as to those employees who, or retirees who retire and subsequently, die on or subsequent to that July 1, 1986 date: the spouse of said deceased employee shall be entitled to receive a spouse pension in an amount equal to one-half (50%) of the Base Pay, as defined in Section 3(6), which such deceased employee was entitled to receive at the time of his death. The spouse of a deceased retiree, who retired on a service pension with less than twenty-five (25) years of service, shall be entitled to a spouse's pension in the amount equal to that of the retiree. The spouse of any other deceased retiree shall be entitled to receive a spouse

pension in an amount equal to one-half (50%) of the Base Pay, as defined in Section 3(6), which such deceased retiree was entitled to receive as of the date of his application for a service or disability pension.

369. **Section 7** The parties agree that the provisions of Section 2745 of the City Charter of Waterbury relative to the payment of pension benefits to the surviving child or children of a deceased employee shall remain in full force and effect except that the dollar amount to be paid to the legally appointed guardian of any surviving child or children of any such deceased employee shall be determined by application of the formula in Section 6 of this Article XXXIII.

Contrib 9.5
370. **Section 7a** The rate of contribution to be made by an employee (a fire participant of the Retirement System who, per this Agreement, is entitled to the benefits and obligations of this Article), shall be nine and one half percent (9.5%) of the employee's Base Pay as is defined in Section 3(6) hereof. The applicable pension contribution shall be deducted from the employee's Article XXVI weekly paycheck, and, if applicable, from the employee's Article XXVII, Section 1a Regular Fire Drivers pay and any payments to an employee from the employee's Article XXIII Holiday pay.

370a. In regard to the 9.5% contribution rate of the employee to the Retirement System, prescribed in the previous paragraph, the parties agree that, per the provisions of section 414(h) of the Internal Revenue Code, (as so codified as of August, 1995) the employee's "contribution dollars" are treated as pre-tax dollars. Thus, the amount of the employee's contribution to the Retirement System shall not be included in the amount of the employee's gross taxable wages for purposes of computing the employee's income tax liability for "wages". By way of example: If an employee's gross weekly wages, per Article XXVI hereof, are \$ 1,000.00 per week, the employee's weekly contribution to the pension system, for Article XXVI purposes, will be \$95.00 per week, and the "taxable" amount, of the Article XXVI wages, for that week will be \$905.00.

370b. No additional pension contributions shall be required to be paid by an employee on the amount of the employee's base pay (see Section 3(6) hereof) earned subsequent to the employee's completion of the number of years of service to the City of Waterbury necessary to qualify for the maximum service pension as defined in Section 8 hereof, as the phrase "years of service" is defined in Section 3 hereof.

370c. Employees, who have completed the number of years of service necessary to qualify for the maximum service pension as defined in Section 8 hereof and who remain employees, may, if the employee so elects, contribute an amount determined by the employee to a deferred compensation plan or other allowable IRS approved plan. The City will match dollar for dollar the amount of the employee's contribution up to a maximum of the then employer's Social Security contribution (not the Medicare contribution); on wages up to \$60,600.00. The parties agree that it is only the first \$60,600.00 of an employee's wages under Article XXVI to which this matching contribution by the City applies.

371. No Such Provision.

372. **Section 8** The maximum amount of a service pension shall be Seventy Five Percent (75%) of Base Pay, as the term Base Pay is defined in Section 3(6) hereof.

373. **Section 9** An employee with twenty-five (25) or more years of service is entitled to retire and receive a service pension regardless of his age.
374. An employee's pension, or pension entitlement shall be the employee's final average Base Pay (as defined in Section 3(6) hereof) multiplied by two and one-half percent (2.5%) for each year of service completed prior to December 31, 2001, and two per cent (2%) for each year of service completed thereafter, subject to the overall limitation of seventy-five percent (75%) of the employee's final average Base Pay. *final*
375. No Such Provision
376. Effective as of the date of the execution of this Agreement, pension contributions will be paid only on those items which are included within the phrase base pay as defined in Section 3(6) of this Article.
377. No Such Provision
378. **Section 11** The parties hereto agree that, effective as of July 1, 1977, any provision of the Charter to the contrary notwithstanding, an employee who applies for, and receives, a disability pension {including a disability pension based upon heart disease or hypertension as per the provisions of Section 7-433(a) and Section 7-433(c) of the General Statutes}, shall be entitled to, and shall receive, the greater of (a) service pension, or (b) fifty percent (50%) of the employee's final average Base Pay, in either case subject to an additional amount of up to five percent (5%) of the employee's final average base pay if awarded by the Retirement Board, but in any event not to exceed seventy-six percent (76%) of the employee's final average base pay. In the computation of, and payment of, the aforesaid disability pension the City may, if it so elects, utilize as an offsetting credit, the amount of the appropriate reduction in the dollars prescribed by Section 2746 of the Charter as against any dollars required to be paid per the provisions of Chapter 568 of the General Statutes or per the provisions of Section 7-433(a) or Section 7-433(c) of the General Statutes, (if the provisions of said Chapter or of said Title 7 Sections are applicable to the disability pension applications in question; said Chapter and said Sections being applicable to "regular" Workers' Compensation pension disability applications and to heart-hypertension pension disability applications, respectively). The parties agree that the provisions of this Section shall not apply to, and shall not require a reduction of, any specific injury award, if applicable, {pursuant to the provisions of said Chapter 568, in general, and to the provisions of Section 31-308 of the General Statutes, and of Section 7-433(a) and Section 7-433(c), in particular}.
- 378a. In no event shall an "off-setting" credit, prescribed by Section 2746 of the Charter be utilized for any regular Workers Compensation benefits other than Permanent Total (PT) or Temporary Total (TT). The intent of the preceding is that no specific injury award [other than a heart disease or hypertension pension, as described in Section 7-433(a) and Section 7-433(c), of the General Statutes] will be used to off-set a pensioners pension, pursuant to CT General Statutes Section 7-433(b).
379. **Section 12** The parties further agree that for the purpose of vesting rights benefits prescribed by Section 2 hereof, any employee who has eight (8) or more months of service subsequent to the last full year anniversary date of his date of hire shall be entitled to an additional year for the purposes of computation of his vesting rights benefits. Example: Employee F was hired February 1, 1965, and terminates his service

with the City on November 1, 1977. For vesting rights purposes he shall have thirteen (13) years of service (12 years and 9 months). Employee G commences his service with the City on February 1, 1965, also. However, he terminates his service on September 1, 1977. For vesting rights purposes, he only has twelve (12) years of service (12 years and 7 months).

- 379a. The parties agree as follows, in regard to the vesting rights benefits prescribed by Section 2 hereof: Vesting rights benefits are granted to an employee who has attained at least ten years of service but less than twenty-five (25) years of service prior to his termination of employment. Vesting rights benefits are not "redeemable" as pension benefits until the former employee attains the age of at least 50 years and has reached what would have been their twenty fifth (25th) year anniversary date.
- 379b. Vesting rights benefits, for vested pension purposes, consist of the amount of the employee's final average base pay (as defined in Section 3(6) hereof) as of the date of the employee's termination of employment, multiplied by the following product: the number of years of service (between ten and twenty-five years) multiplied by two and one-half percent (2.5%) for each year of service completed prior to December 31, 2001, and two percent (2%) for each such year of service completed thereafter. As noted, the pension to be paid to the former employee (by utilizing the aforesaid formula) shall not be payable to the former employee until the former employee attains the age of at least 50 years.
- 379c. Former employees who are eligible to receive vested pension rights/benefits and who elect to receive (at the age of 50) those vested pension rights/benefits (by not withdrawing the amount of their pension contributions from the Retirement System as of the date of their termination of employment) shall not be eligible for any medical benefits which are otherwise prescribed for retirees per the provisions of this Article and the spouse of a deceased "vested rights employee" shall not be entitled to any "spouse pension" or medical benefits per the provisions of this Article. However, the provisions of the preceding sentence to the contrary notwithstanding , a former employee may or the spouse of a deceased former employee may appeal to the Retirement Board to obtain a waiver of the requirement that the vested rights pension/benefits are not payable until the terminated employee obtains the age of 50, or that there is no spouse pension payable to the widow or widower of a deceased former employee. Based upon the evidence of hardship produced by the former employee or by the spouse of the deceased vested rights pensioner, the Retirement Board may waive one or more of the above requirements. Any such waiver shall be done on a case by case basis, and shall not act as a precedent, and shall be based upon the particular and unique factors presented to the Retirement Board in each case.
- 379d. As of the date that a vested rights pensioner is entitled to receive his "vested rights pension", per the provisions of this Section 12 , with particular reference to paragraph 379b hereof , such vested rights pensioner shall also be entitled to receive, as Terminal Leave pay, the amount specified in Article XI Section 2d of this Agreement, valued as of the date of his termination of employment with the City.
380. **Section 12a** The parties further agree that for the purpose of determining "years of service" for the maximum pension benefit prescribed by Sections 8 and 9 hereof, any employee who has eight (8) or more months of service in pay status subsequent to the

last full year anniversary date of his date of hire, shall be entitled to an additional year for the purposes of the computation of his "years of service" as the quoted term is utilized in said Sections 8 and 9 hereof.

381. No Such Provision

382. No Such Provision

383. **Section 13** The parties further agree that anything in Section 2745 of the Charter to the contrary notwithstanding, in the case of a death arising from non-service connected incident, the five (5) year period of time prescribed by said Section 2745 of the Charter shall be reduced to three (3) years in order that certain widows and dependent children may obtain the benefits prescribed by Section 2745 of the Charter.

384. **Section 14** The parties agree that any employee who is permanently disabled, as the term permanently disabled is defined herein, as a result of an event or activity which does not arise out of, or in the course of, his employment with the Waterbury Fire Department, {or is not a permanent disability covered by the provisions of Section 7-433(a) or Section 7-433(c) of the General Statutes}; the said employee, if he has completed at least ten (10) years of service with the City of Waterbury, shall be entitled to a non-service-connected disability pension. As used in this Section the terms "permanently disabled" and "permanent disability" shall mean that the employee is unable, on a permanent basis, to perform fire fighting duties; which inability shall be determined by the City. The non-service connected permanent disability benefits prescribed by this Section shall be calculated on the basis of two and one-half percent (2.5%) for each year of service completed prior to December 31, 2001, and two percent (2%) for each year of service completed thereafter on the final average base pay, with the minimum award being twenty-five percent (25%) of the said final average base pay.

385. **Section 15** If an employee elects to utilize the provisions of this Section 15, said employee shall be credited with military service time as "years of service" with the City for the purpose of an employee's entitlement to service pension or vesting rights benefits.

386. As used in this Article, the term "military service" shall be defined to mean active duty service in the United States Armed Forces.

387. For the purposes of this Article, one (1) "year of service" (for the purposes of computing years of employment with the City for a service pension or vesting rights benefits as aforesaid), shall also be equal to twelve (12) complete months of military service. An employee may purchase no more than five (5) years of "years of service" credit for the time spent by the employee in the military service. Also, an employee may purchase all, or a portion, of his military service credit up to five (5) years of credit, as aforesaid.

388. The credit for military service prescribed by this Section shall be determined as follows: Assume an employee had "X" months of military service {not to exceed sixty (60) months for the purposes of this Section}. Divide the "X" months of military service by twelve (12). Multiply that quotient by the pension contribution rate which the employee was required to contribute to the pension system as of the "X"th month from the date of hire of continuous service with the City. Multiply that product by the annual base salary of the employee as of the "X"th month of service to the City. {For

purposes of this contribution formula for the military service credit, the contribution rate which the employee was paying to the City Retirement System as of the "X"th month of service with the City shall not exceed nine and one-half percent (9.5%).

389. **EXAMPLE:** Assume that an employee was hired by the City on June 1, 1956, after thirty-three (33) months of service with the U.S. Marine Corps. Further assume that as of March 1, 1959, {after thirty-three (33) months of continuous employment by the City}, that employee's base salary was \$8,000.00 and as of the March, 1959 date that employee was contributing five percent (5%) to the pension fund. To obtain his thirty-three (33) months of service credit for the service pension or vesting rights benefits, that employee must contribute to the pension system the following amount:

$$33/12 \times .05 (\$8,000.00) = \$1,100.00$$

390. The exercise of the rights granted by this Section shall become effective January 1, 1985: As to an employee who has qualified as of January 1, 1985, the military service credit rights must be exercised within three (3) months of the signing of this Agreement. As to an employee hired subsequent to January 1, 1985, or to an employee who has not qualified as of January 1, 1985, that employee must exercise his military service credit rights within six (6) months of qualification. For the purposes of this Section, the words "qualified" or "qualification" shall mean the number of months of continuous employment from the date of hire by the City equal to the number of months of military service.
391. If the employee wishes to exercise the rights granted by this Section for obtaining military service credit, then he must make full payment of the contribution prescribed by the formula set forth herein either by the calendar date no later than five (5) years from the exercise of the option or by the employee's retirement date, whichever date is earlier. Payment of said contribution shall be made by lump sum payment or monthly payroll deductions at the option of the employee. If full payment is not made by the appropriate date, prescribed in this paragraph, then the employee shall receive such credit as represented by a ratio of the amount paid divided by the total amount due.
392. Nothing in this Section shall be interpreted to mean that an employee must pay for the military service time prescribed by Section 2764 of the City Charter.
393. **Section 16** Those employees who are participating in the City's medical insurance plan at the time of retirement, and who retire with a full normal retirement, and who are not eligible for Medicare at the time of retirement shall be eligible to participate in such medical insurance plan which the City provides to its active bargaining unit employees, as such plans may change pursuant to any successor collective bargaining agreement, subject to the same conditions as may exist at any time for such active employees. Such coverage shall be provided to the retiring employee and his/her eligible spouse at the time of retirement and/or eligible dependents at the time of retirement
394. **Section 16a** Retirees shall pay a premium cost share according to the following: (1) retirees who were actively employed on November 1, 2001 shall pay one-half (1/2) the dollar amount of the premium cost share for the plan he elects that active employees are required to pay at the time of his retirement; (2) retirees who were hired after November 1, 2001 shall pay the same premium cost share as active employees are

retiree
med

required to pay pursuant to this agreement or any successor agreement; and (3) retirees who retire on a disability pension and whom the Retirement Board has determined to be disabled pursuant to the Social Security standards for disability shall pay the same premium cost share set forth in (1) above.

394a. **Section 17** Effective as of the signing of this agreement a retiree, who has attained the age of 65 years and receives medical insurance benefits per the provisions of this Article XXXIII and who is eligible for either (1) Medicare A or B, or (2) Medicare A and B, must participate in the Medicare program in which he is eligible to participate. The City will provide supplemental coverage (the City to reimburse the retiree/spouse of retiree for the cost of the monthly premium for this supplemental coverage, the payment for which will be made in the first instance by the retiree / spouse of retiree); which reimbursement will be made annually to the retiree/spouse of retiree upon proof of payment of the premium for said supplemental coverage by the retiree/spouse of retiree.

394b. **Section 18** If the Waterbury Coalition of Unions and the City begin discussion concerning the inclusion of some or all of current and/or future employees in MERS or some other retirement plan, the Union agrees to participate in the discussions or negotiations as a member of the Coalition.

ARTICLE XXXIV

EDUCATIONAL INCENTIVE

395. **Section 1** Any qualified member of the bargaining unit shall receive additional compensation for the educational attainments in the Fire Technology and Administration in accordance with the following schedule. The dollar amounts prescribed by the following schedule shall be paid in May of the year following the year during which the employee attains the noted quarter hour credits or Associate's Degree or Bachelor's Degree or sub-section (f1) or (f2), and annually, thereafter.
396. (a) For satisfactory completion at a grade of C- or better of twenty-four (24) quarter hours or their equivalent at an accredited college or university in the subjects set forth in sub-paragraph (g) hereof, an additional \$125.00.
397. (b) For satisfactory completion at a grade of C- or better of forty-eight (48) quarter hours or their equivalent at an accredited college or university in the subjects set forth in sub-paragraph (g) hereof, an additional \$200.00.
398. (c) For satisfactory completion at a grade of C- or better of seventy-five (75) quarter hours or their equivalent at an accredited college or university in the subjects set forth in sub-paragraph (g) hereof, an additional \$275.00.
399. (d) For the attaining of an Associate's Degree or one hundred and five (105) quarter hours or their equivalent from an accredited college or university in the subjects set forth in sub-paragraph (g), an additional \$450.00.
400. (e) For the attaining of a Bachelor of Science Degree from an accredited college or university in the subjects set forth in sub-paragraph (g) hereof, an additional \$850.00.

401. (f) For the attaining of a Master of Science Degree from an accredited college or university in the subjects set forth in sub-paragraph (g) hereof, an additional \$1,500.00.
402. (g) Subjects for which credit will be allowed will be any subject, either mandatory or elective, required by the State of Connecticut for an Associate's Degree or Bachelor's Degree in Fire Technology and Administration.
403. **Section 2** Application for additional compensation for educational attainments under this Article shall be made on a form prescribed, and provided by, the City upon request. The said application form shall contain provisions requiring the appropriate official of the authorized college or university to submit to the Chief a resume of the subjects prescribed by sub-paragraph (g) of Section 1.
404. **Section 3** Approvals or disapproval's of the subjects and courses as they relate to the fields of knowledge re: fire fighting and fire prevention shall be granted by the Chief and his decision shall be final.

ARTICLE XXXV

HEALTH AND SAFETY

405. **Section 1** The City agrees to provide the acceptable State and Federal standards of safety and health in the Fire Department in order to eliminate as much as possible: accidents, deaths, injuries and illness in the fire service.
406. **Section 1a** The City further agrees to provide the Union with any information or documentation needed to enforce the provisions of this Section 1.
407. **Section 2** The Board of Fire Commissioners and the Union shall maintain a joint "Safety Committee" consisting of representatives of each party for the purpose of promoting and recommending sound safety practices and rules.
408. (a) The City and Local 1339 each shall appoint three (3) members of their respective parties to the aforementioned Safety Committee. The City shall supply to the Safety Committee all pertinent records and studies relative to safety matters and shall entertain safety related recommendations of said Committee. The City shall, in writing, advise the Committee with detailed reasons for failure to implement in whole or in part any such recommendation.
- 408a. **Section 3** **Smoking Policy**
- 408b. A. Employees hired after July 1, 1996, shall be required to remain non-smokers throughout their employment as a member of the fire department. A non-smoker shall not smoke or use any tobacco products while on duty or off duty while so employed.
- 408c. B. Smoking or use of tobacco products while on duty shall not be permitted by any employee. In addition smoking or the use of tobacco products in and around any fire department facility or vehicle by any member is prohibited on or off duty.
- 408d. C. Failure to abide by these provisions shall subject the employee to discipline procedures as per the Waterbury Fire Department Rules and Regulations and Civil Service Rules and Regulations.

408e. Section 4

Drug and Alcohol Testing Policy and Procedures Policy:

The Waterbury Fire Department and the Waterbury Fire fighters Association, Local 1339, I.A.F.F., recognize that drug use by employees would be a threat to the public welfare and the safety of department personnel. It is the goal of this policy to eliminate or absolve illegal drug usage through education and rehabilitation of the affected personnel. The use of alcoholic beverages or unauthorized drugs shall not be permitted at the Employer's work sites and/or while an employee is on duty.

- 408f. Section 4a Informing Employees About Drug and Alcohol Testing:** All employees shall be fully informed of the Fire Department's drug and alcohol testing policy. Employees will be provided with information concerning the impact of the use of alcohol and drugs on Job performance. In addition, the Employer shall inform the employees on how the tests are conducted, what the test can determine and the consequence of testing positive for drug use. All newly hired employees will be provided with this information on their initial date of hire. No employee shall be tested before this information is provided to him. Employees who voluntarily come forward and ask for assistance to deal with a drug or alcohol problem shall not be disciplined by the Employer. No disciplinary action will be taken against an employee unless he/she refuses the opportunity for rehabilitation, fails to complete a rehabilitation program successfully, or again tests positive for drugs within two (2) years of completing an appropriate rehabilitation program.
- 408g. Section 4b Employee Testing:** Employees shall not be subjected to random medical testing involving urine or blood analysis or other similar or related tests for the purpose of discovering possible drug or alcohol abuse. If, however, objective evidence exists establishing probable cause to believe an employee's work performance is impaired due to drug or alcohol abuse, the Employer will require the employee to undergo a medical test consistent with the conditions as set forth in this Policy.
- 408h. Section 4c Sample Collection:** The collection and testing of the samples shall be performed only by a laboratory and by a physician or health care professional qualified and authorized to administer and determine the meaning of any test results. The laboratory performing the test shall be one that is certified by the National Institute of Drug Abuse (NIDA). The laboratory chosen must be agreed to between the Union and the Employer. The laboratory used shall also be one whose procedures are periodically tested by NIDA where they analyze unknown samples sent to an independent party. The results of employee tests shall be made available to the Medical Review Physician.
- 408i. Collection of blood or urine samples** shall be conducted in manner which provides the highest degree of security for the sample and freedom from adulteration. Recognized strict chain of custody procedures must be followed for all samples as set by NIDA. The Union and the Employer agree that security of the biological urine and blood samples is absolutely necessary, therefore, the Employer agrees that if the security of the sample is compromised in any way, any positive test shall be invalid and may not be used for any purpose.
- 408j. Blood or urine samples** will be submitted as per NIDA Standards. Employees have the right for Union or legal counsel representatives to be present during the submission of

- the sample. Prior to submitting a urine or blood sample, the employee will be required to sign a consent and release form (as attached to this agreement).
- 408k. A split sample shall be reserved in all cases for an independent analysis in the event of a positive test result. All samples must be stored in a scientific acceptable preserved manner as established by NIDA. All positive confirmed samples and related paperwork must be retained by the laboratory for at least six (6) months or for the duration of any grievance, disciplinary action or legal proceedings, whichever is longer. At the conclusion of this period, the paperwork and specimen shall be destroyed.
- 408l. Tests shall be conducted in manner to ensure that an employee's legal drug use and diet does not affect the test results.
- 408m. **Section 4d Drug Testing:** The laboratory shall test for only the substances and within the limits for the initial and confirmation tests provided within NIDA standards. The initial test shall use an immunoassay which meets the requirements of the Food and Drug Administration for commercial distribution. The following initial cutoff levels shall be used when screening specimens to determine whether they are negative for these five drugs or classes of drugs:
- | | |
|---------------------------------|-------------|
| Marijuana metabolites | 100 ng/ml |
| Cocaine metabolites | 300 ng/ml |
| Opiate metabolites ¹ | 300 ng/ml |
| Phencyclidine | 25 ng/ml |
| Amphetamines | 1,000 ng/ml |
- ¹ If immunoassay is specific for free morphine the initial test level is 25 ng/ml.
- 408n. If initial testing results are negative, testing shall be discontinued, all samples destroyed and records of the testing expunged from the employee's file. Only specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/MS) techniques at the following listed cutoff values.
- | | |
|------------------------------------|-----------|
| Marijuana metabolites ¹ | 15 ng/ml |
| Cocaine metabolites ² | 150 ng/ml |
| Opiates | |
| Morphine | 300 ng/ml |
| Codeine | 300 ng/ml |
| Phencyclidine | 25 ng/ml |
| Amphetamines | |
| Amphetamine | 500 ng/ml |
| Methamphetamine | 500 ng/ml |
- ¹Delta-9-tetrahydrocannabinol-9-carboxylic acid
²Benzoyllecgonine
- 408o. If confirmatory testing results are negative all samples shall be destroyed and records of the testing expunged from the employee's file.
- 408p. **Section 4e Alcohol Testing:** A breathalyzer or similar test equipment shall be used to screen for alcohol use and if positive shall be confirmed by a blood alcohol test performed the laboratory. This screening test shall be performed by an individual qualified through the Connecticut State Police utilizing equipment certified by the Connecticut State Police. An initial positive alcohol level shall be .10 grams per 210

L. of breath. If initial testing results are negative, testing shall be discontinued, all samples destroyed and records of the testing expunged from the employee's file. Only specimens identified as positive on the initial test shall be confirmed using a blood alcohol level. Sampling handling procedures, as detailed in Section 4, shall apply. A positive blood alcohol level shall be .10 grams per 100 ml of blood. If confirmatory testing results are negative all samples shall be destroyed and records of the testing expunged from the employee's file.

- 408q. **Section 4f Medical Review Physician:** The Medical Review Physician shall be chosen and agreed upon between the Union and the Employer and must be a licensed physician with a knowledge of substance abuse disorders. The Medical Review Physician shall be familiar with the characteristics of test (sensitivity, specificity, and predictive value), the laboratories running the tests and the medical conditions and work exposures of the employees.
- 408r. The role of the Medical Review Physician will be to review and interpret the positive test results. He must examine alternate medical explanations for any positive test results. This action shall include conducting a medical interview with the affected employee, review of the employee's medical history and review of any other relevant biomedical factors. The Medical Review Physician must review all medical records made available by the tested employee when a confirmed positive test could have resulted from legally prescribed medication.
- 408s. **Section 4g Laboratory Results:** The laboratory will advise only the employee and the Medical Review Physician of any positive results. The results of a positive drug or alcohol test can only be released to the Employer by the Medical Review Physician once he has completed his review and analysis of the laboratory's test. The Employer will be required to keep the results confidential and it shall not be released to the general public.
- 408t. **Section 4h Testing Program Costs:** The Employer shall pay for all costs involving drug and alcohol testing as well as the expenses involved of the Medical Review Physician. The Employer shall also reimburse each employee for their time and expenses including travel incurred involved in the testing procedure only.
- 408u. **Section 4i Rehabilitation Program:** Any employee who tests positive for illegal drugs shall be medically evaluated, counseled and treated for rehabilitation as recommended by E.A.P. counselor. Employees who complete a rehabilitation program will be re-tested randomly once every quarter for the following twenty-four (24) months. An employee may voluntarily enter rehabilitation without a requirement or prior testing. Employees who enter a program on their own initiative shall not be subject to re-testing. The treatment and rehabilitation shall be paid for by the employee's insurance program. Any costs over and above the insurance coverage shall be paid for by the Employer for initial treatment and rehabilitation. Employees will be allowed to use their accrued and earned leave for the necessary time off involved in the rehabilitation program.
- 408v. If an employee tests positive during the twenty-four (24) months period they shall be subject to disciplinary action as per the Department Rules and Regulations, the employee will be re-evaluated by an E.A.P. counselor to determine if the employee requires additional counseling and/or treatment. The employee will be solely

responsible for any costs, not covered by insurance, which arise from this additional counseling or treatment. If an employee test positive during this subsequent twenty-four (24) month period which in effect will be the employee's third chance for rehabilitation, the employee will be subject to discipline as per the Department Rules and Regulations.

- 408w. **Section 4j** Duty assignment after treatment: Once an employee successfully completes rehabilitation, they shall be returned to their regular duty assignment. Once treatment and any follow-up care is completed, and three (3) years have passed since the employee entered the program, the employee's personnel file shall be purged of any reference to his/her drug or alcohol problem.
- 408x. **Section 4k** Right of Appeal: The employee has the right to challenge the results of the drug or alcohol tests and any discipline imposed in the same manner that any other Employer action under the terms of this agreement is grievable.
- 408y. **Section 4l** Union held Harmless: This drug and alcohol testing program was initiated at the request of the Employer. The Fire Department assumes sole responsibility for the administration of this policy and shall be solely liable for any legal obligations and costs arising out of the provisions and/or application of this collective bargaining agreement relating to drug and alcohol testing. The Union shall be held harmless for the violation of any worker rights arising from the administration of the drug and alcohol testing program.
- 408z. **Section 4m** Changes in Testing Procedures: The parties recognize that during the life of this agreement, there may be improvements in the technology of testing procedure which provide more accurate testing. In that event, the parties will bargain in good faith whether to amend this procedure to include such improvements. If the parties are unable to agree on the amendments they will be submitted to impasse procedures as outlined in the Grievance Procedures of this Contract.
- 408aa. **Section 4n** Conflict with Other Laws: This Article is in no way intended to supersede or waive any constitutional or other rights that the employee may be entitled to under Federal, State or local statutes.

ARTICLE XXXVI SAVINGS CLAUSE

409. **Section 1** If any provision of this Agreement, or application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

ARTICLE XXXVII GENDER

410. **Section 1** Whenever a male gender is used in this Agreement it shall be construed to include male and female employees unless biologically infeasible.

ARTICLE XXXVIII DURATION

411. **Section 1** This Agreement shall be effective as of July 1, 1999, unless a different effective date is prescribed in this Agreement for any Section or Article of this Agreement, and shall remain in effect through June 30, 2004. However, this Agreement shall be automatically renewed for successive twelve (12) month periods unless either party notifies the other in writing between February 1, 2004, and March 1, 2004, (or the February 1st-March 1st of any succeeding year), that it desires to negotiate changes in the Agreement. Upon receipt of such notification, the parties shall arrange mutually convenient meetings for the purpose of consummating a new Agreement to become effective July 1st of that year. In the event that one or both of the parties have given notification of its or their desire to negotiate a new Agreement, within the time limits prescribed herein, and no new agreement has been reached on the date this Agreement expires, this Agreement shall be extended until such negotiations have been completed and a new Agreement takes effect.
412. **Section 2** Notwithstanding any other provision of this Agreement, no payment made by the City and no benefit received by the Union or members of the bargaining unit prior to the date of approval of this Agreement shall be retroactively recalculated, recouped or otherwise adjusted with the sole exception of the pay rates (Article XXVI) and special assignment payments (Article XXVII) effective July 1, 2001. All other terms and conditions of this Agreement, unless otherwise specifically provided herein, shall be implemented prospectively only, and only upon approval by all necessary parties.

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